AGREEMENT

between

DAVIS JOINT UNIFIED SCHOOL DISTRICT

and

DAVIS TEACHERS ASSOCIATION

2014-2017

Ratified: April 7, 2014

TABLE OF CONTENTS

ARTICLE I: AGREEMENT 1

ARTICLE II: NON-DISCRIMINATION 2

ARTICLE III: GRIEVANCE AND ARBITRATION PROCEDURES 3-6
- General Provisions 3
- Informal Level 3
- Level I 3
- Level II 3-4
- Level III-Mediation 4
- Arbitration 4
- Selection of Arbitrator 4
- Motion to Dismiss 4
- Limitations upon Arbitrator 5
- Arbitrator's Decision 5
- Expenses 5
- Failure to Meet Time Limits 5
- Association Representation 6
- Reasonable Release Time 6
- Confidentiality 6
- No Reprisal 6
- Grievance Files 6

ARTICLE IV: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS 7-9
- Service Fee 7-9
- Remittance of Funds 9

ARTICLE V: SITE LIAISON COMMITTEE 10-11

ARTICLE VI: HOURS OF EMPLOYMENT 12-14
- Shortened Elementary Day 13
- Outdoor Education 14
- Travel Between Sites 14

ARTICLE VII: WORK YEAR 15

ARTICLE VIII: LEAVES OF ABSENCE 16-25
- Sick Leave 16-17
- Leave for Family Illness 17
- Personal Leave 17
- Bereavement Leave 17-18
- Extended Leave for Reasons of Health 18
- Professional Improvement Leave 18
- Industrial Accident and Illness Leave 18
- Judicial and Official Appearances 18
- Leave for Jury Duty 18
- Subpoena Leave 18
- Juror or Witness Fee 19
- Maternity and Adoption Leave 19
- Military Leave Government Ordered Service 19
- Unpaid Leave of Absence 19
- Sabbatical Leave 20
- Association Leave 20
- Leave for Professional Service 20
- Verification of Leave 20-21
- Short Term Sabbatical Leave 21
- Catastrophic Leave 22-25

ARTICLE IX: REASSIGNMENT AND TRANSFER 26
Definitions 26
Criteria 26
Assignment 27
Teacher-Initiated Reassignment and Transfer 27
Administratively-Initiated Reassignment and Transfer 28
Notice of Open Positions 29
Deadline for Notification 29
Information on Teacher Needs 29
Opening or Closing of a School 29
Reduction in Staff at Sites 29
Progressive Placement 29-31

ARTICLE X: EVALUATION PROCEDURES 32-36
General Provisions 32
Formal Evaluation Process 32-33
Evaluation Summaries 33-35
Evaluation of Specialists 35
Evaluation and the Use of Personnel Files 35-36

ARTICLE XI: CLASS SIZE 37

ARTICLE XII: WORKLOAD REDUCTION FROM FULL-TIME TO PART-TIME DUTIES 38

ARTICLE XIII: EXTRA DUTY COMPENSATION 39-40

ARTICLE XIV: SALARY AND FRINGE BENEFITS 41-43
Teachers' Salary Schedule 41
Psychologists' Salary Schedule 41
Children's Center Teachers' Salary Schedule 41
DPNS Salary Schedule 41
Davis School for Independent Study Teachers' Salary Schedule 41
Procedures for Applying the Children's Center Salary Schedule 41-42
Earned Doctorate Bonus 42
Horizontal Movement 42
Vertical Movement 42
Fringe Benefits 42-43

ARTICLE XV: EMPLOYEE TRAVEL 44

ARTICLE XVI: SAFETY AND ENVIRONMENTAL WORKING CONDITIONS 45

ARTICLE XVII: CONCERTED ACTIVITIES 46

ARTICLE XVIII: CHILDREN'S CENTER 47
Work Year 47
Vacation Days 47
Workday 47
Fringe Benefit Program 47

ARTICLE XIX: MISCELLANEOUS PROVISIONS 48

ARTICLE XX: SAVINGS PROVISION 49
Savings Clause Provisions 49
Statutory Changes 49

ARTICLE XXI: INCREASED TIME FOR PART-TIME PERSONNEL 50

ARTICLE XXII: ASSOCIATION RIGHTS 51

ARTICLE XXIII: DISTRICT RIGHTS 52-53

ARTICLE XXIV: EFFECTS OF LAYOFF 54-55
General Provisions 54
Notice 54
Effects 54
Reassignments 54
Reemployment Rights 54
Statutory Guarantees 55

ARTICLE XXV: DEVELOPMENT OF PROGRAMS FOR SPECIAL EDUCATION PUPILS 56-57
Pre-Kindergarten – Grade 6 56
Secondary 56
Seriously Handicapped 56-57

ARTICLE XXVI: FRINGE BENEFITS OF EARLY RETIREES 58

ARTICLE XXVII: MERIT AWARDS PROGRAM 59

ARTICLE XXVIII: SUMMER SCHOOL 60

ARTICLE XXIX: ADULT EDUCATION 61

ARTICLE XXX: PUBLIC CHARGES 62

ARTICLE XXXI: PEER ASSISTANCE AND REVIEW 63-70
Governance and Program Structure 63
Review Panel 63-64
The Assistance Council 64-65
Consulting Teachers 65
Consulting Teachers Roles and Responsibilities 66-68
Mandatory Review and Assistance 68
Budget 69
Rights and Protections 69-70
Year-to-Year Funding 70

ARTICLE XXXII: 2003-04 Early Retirement Incentive 71

ARTICLE XXXIII: COMPLETION OF MEET AND NEGOTIATE 72

APPENDIX A: AGREEMENT FOR REDUCED SERVICES/CERTIFICATED PERSONNEL ..... Appendix A

APPENDIX B: SALARY SCHEDULES
Teachers' Salary Schedule ..... Appendix B-1
Psychologists/Coordinators' Salary Schedule ..... Appendix B-2
Children's Center Teachers' Salary Schedule ..... Appendix B-3
DPNS Teachers' Salary Schedule ..... Appendix B-4

APPENDIX C: DAVIS SCHOOL FOR INDEPENDENT STUDY
Layoff Provisions ..... Appendix C

APPENDIX D: LETTER OF UNDERSTANDING
DTA Meeting Days ..... Appendix D

APPENDIX E: STIPEND RATES ..... Appendix E

APPENDIX F: CALENDARS
2010-2011 ..... Appendix F-1
2011-2012 ..... Appendix F-2

APPENDIX G: EVALUATION FORMS

Teacher Evaluation Forms
Temporary, Probationary 1, Probationary 2 and Permanent Teachers ..... Appendix G-1
Alternative Evaluation ..... Appendix G-1a
Counselor Evaluation Form ..... Appendix G-2
Librarian Evaluation Form ..... Appendix G-3
Nurse Evaluation Form ..... Appendix G-4
Psychologist Evaluation Form ..... Appendix G-5
Coach Evaluation Form ..... Appendix G-6

APPENDIX H: STRAW DESIGN ..... Appendix H

APPENDIX I: COMMUNICATION GUIDELINES ..... Appendix I

APPENDIX K: 2010-2011 Memorandums of Understanding ..... Appendix J

APPENDIX L: 2011-2012 Memorandums of Understanding ..... Appendix K

ARTICLE I: AGREEMENT

1.1 This is an Agreement made and entered into between the Davis Joint Unified School District (hereinafter referred to as "District") and the Davis Teachers Association/CTA/NEA (hereinafter referred to as "Association").

1.2 This agreement shall remain in full force and effect from July 1, 2014, up to and including June 30, 2017, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing between the days of January 1 and February 1 of its request to modify, amend, or terminate the Agreement. The parties agree to the following annual reopeners throughout the duration of the agreement: Salary, benefits, calendar, up to three non-monetary articles selected by each party, and additional articles as mutually agreed upon.

1.2.1 The Association and the District agree the Children's Center certificated staff will be bargained for as part of the regular contract negotiations.

1.3 The District recognizes the Association as the exclusive representative of all certificated employees, except: all management, supervisory, confidential and substitute certificated employees.

1.4 The Articles of this Agreement are effective as of the ratification date of this Agreement by the District and the Association, except as otherwise stated within the agreement.

ARTICLE II: NON-DISCRIMINATION

2.1 The Board shall not unlawfully discriminate against any bargaining unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, location of residence, marital status, sexual orientation, disabilities, membership in an employee organization or participation in the activities of an employee organization. The Board and the Association agree that the terms and conditions of the agreement will not be arbitrarily and capriciously enforced.

2.2 Should a bargaining unit member elect to pursue an alleged violation of the above provision in any form other than the contractual grievance procedure, the unit member waives any right to use the grievance procedure and frees the District from any obligation to process a grievance.

ARTICLE III: GRIEVANCE AND ARBITRATION PROCEDURES

3.1 General Provisions

3.1.1 A grievance is defined as an allegation by a unit member or the Association that the District has violated, misapplied, or misinterpreted a specific term of this Agreement and that by reason of such violation the grievant believes that unit member rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are Article XXIII, District Rights and those other matters so indicated elsewhere in this Agreement.

3.1.2 The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

3.1.3 For the purposes of this article, a day shall mean a day when the unit member is required to be on duty.

3.2 Informal Level

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with grievant's immediate administrator. Either the grievant or immediate administrator may have a witness present at said informal conference providing reasonable advance notice is given to the other party.

3.3 Level I

3.3.1 If an employee or the Association wishes to initiate a formal grievance, the employee or Association must do so within twenty five (25) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to the immediate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty five (25) day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence.

3.3.2 The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated, misapplied or misinterpreted; the circumstances involved; and the specific remedy sought. The written statement described herein shall be submitted on a jointly-developed Grievance Form provided by the District, and said statement shall not be changed at later levels of the grievance and arbitration procedure, as described in this Article.

3.3.3 Either party may request a personal conference with the other party. The administration shall communicate a decision to the employee in writing within ten (10) workdays after receiving the grievance and such action will terminate Level I.

3.4 Level II

3.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) workdays after the termination of Level I.

3.4.2 This written appeal described herein shall be submitted on a Level II Grievance Form provided by the District, and shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference.

3.4.3 The Superintendent or designee shall communicate a written decision within ten (10) workdays after receiving the appeal and such a decision will terminate Level II.

3.5 Level III - Mediation

3.5.1 If the Association or District elects, the grievance may be referred to a mediator from the State Mediation and Conciliation Service (SMCS). If either the District or the Association elects to go to mediation, the party so electing must notify the other party in writing within thirty (30) days following the Level II decision. Both the Association and the District agree to participate in the process in good faith in an attempt to reach an equitable resolution.

3.5.2 Either the District or the Association may contact SMCS for the assignment of the mediator. A meeting will be scheduled as soon as calendars can be arranged.

3.5.3 If the Association and the District agree, they may use an alternative to the SMCS.

3.5.4 Other than the costs for a mediator which are to be borne equally, each party shall pay its own costs.

3.6 Arbitration

3.6.1 A grievance which is not settled at Level III, and which the Association desires to contest further, shall be submitted to arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate the Grievance within ten (10) workdays after the termination of Level III. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District prior to Level II shall not constitute a waiver by the District of a defense that the dispute is not grievable. Furthermore, District failure to raise such an arbitrability or grievability issue at Level I shall not constitute a waiver of non-arbitrability or non-grievability at subsequent levels of this procedure.

3.6.2 Upon the mutual and written agreement of the District and the Association, the parties may elect to utilize the expedited arbitration procedures of the American Arbitration Association.

3.6.3 Selection of Arbitrator The District and the Association agree to request from the State Mediation and Conciliation Service a list of arbitrators qualified to render a decision in the public schools of California. The order of striking shall be determined by lot. The last name remaining shall serve in accordance with the procedures of SMCS. If either the District or the Association wants to reject the entire list before striking, a request for another panel will be forwarded to SMCS. If for some reason that arbitrator cannot serve, a new list shall be requested from SMCS and the above process begun again.

3.6.4 Motion To Dismiss The District may claim that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot, or that a party has breached the confidentiality provisions.

3.6.5 Limitations Upon Arbitrator The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication or misinterpretation of this Agreement in the respect alleged in the Grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for an arbitrator is to be whether the District acted in an arbitrary, capricious or discriminatory manner. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.

3.6.5.1 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he consider it his function, to decide any issue not submitted or to so interpret or apply the Agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be considered relevant evidence. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his opinion such decision or award is fair or equitable.

Except for grievances which state a continuing violation of the agreement disputing pay or benefits, no decision rendered by the arbitrator shall be retroactive beyond the beginning of the fiscal year prior to the twenty (20) day period specified in Level I of the grievance procedure. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

3.6.6 Arbitrator's Decision

3.6.6.1 The decision of the arbitrator within the limits herein prescribed shall be final and binding on all parties.

3.6.6.2 In all cases the grievance and arbitration procedure described above is to be the Association's and a unit member's sole and final remedy for any claimed breach of this Agreement.

3.6.7 Expenses All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

3.7 Failure To Meet Time Limits

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess. Failure to meet time limits by the District shall mean that the grievance may be automatically advanced to the next level.

3.8 Association Representation

In situations where the Association has been requested in writing not to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

3.9 Reasonable Release Time

Grievance meetings normally will be scheduled by the District so as not to conflict with assigned duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's Central Office, the District shall provide released time with no loss of pay to one authorized representative of the Association so that the session can be accommodated within such business hours.

3.10 Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through arbitration, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

3.11 No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure. There shall be no reprisals on the behalf of the Association or its unit members against unit members who testify against Association positions or otherwise render assistance to management.

3.12 Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file and the name of the grievant struck from uses of the materials/records.

3.13 The District and the Association agree to participate in a joint committee charged with evaluating the efficiency of the grievance process. There will be equal representation on the committee, not to exceed three members of either party. All findings and recommendations shall be forwarded to the Association and the District.

ARTICLE IV: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

4.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against any employee for exercising or not exercising the membership, participation or organizational activities rights guaranteed herein or for membership or non-membership in the Association.

4.2 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions.

4.2.1 Such deduction shall be made only upon submission of the District form to the District Payroll Department, duly completed and executed by the employee.

4.2.2 The District shall not be obligated to implement any new Association monthly dues deduction until the pay period commencing not less than thirty (30) workdays after such submission.

4.2.3 The District shall, on a monthly basis, draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deduction made during the month and shall furnish the Association a list of all employees affected, together with the amount deducted for each.

4.2.4 An employee may terminate Association membership or voluntary dues deduction authorization at any time, but will still be subject to the service fee provisions of 4.3.2. Said deduction cancellation shall be effective on the pay period commencing thirty (30) workdays after written submission.

4.2.5 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

4.2.6 Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any employee and remitted to the Association, and the employee does not owe same, the Association shall refund the same to the employee and the District shall not be liable for any refund. The Association agrees to furnish any information needed by the District to fulfill these provisions.

4.3 Service Fee

4.3.1 Any certificated member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this section or within thirty (30) days of the commencement of assigned duties shall pay a service fee to the Association. A certificate employee may become an Association member at any time by following the procedures in 4.2 above.

4.3.2 The obligation to pay a service fee may be met by a monthly deduction from the certificated employee's salary, by the certificated employee's direct payment to the Association using a method established by the Association by complying with 4.3.6 through 4.3.9.

4.3.3 If a certificated employee does not make application for membership within the prescribed time, make arrangements with the Association for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Association has a responsibility to inform the certificated employee of their contractual obligations. If after proper notice the certificated employee does not comply with the provisions of this Article, then the Association shall notify the District and supply the District with proof of notice to the unit member. Upon receipt of such notice and proof, the District shall withhold the service fee from the unit member's salary and submit such fee to the Association as provided in 4.4 below.

4.3.4 The service fee shall equal an amount as authorized by law but in no case to exceed the standard initiation fee, periodic dues and general assessments of the Association and shall be used only for those purposes permitted by law.

4.3.5 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. However, such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

4.3.5.1 American Heart Association
4.3.5.2 American Cancer Society
4.3.5.3 Alzheimer Society
4.3.5.4 Davis Educational Foundation

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

4.3.6 Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. In-kind services may not be used for payment, nor may payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

4.3.7 Any religious objector who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall pay the reasonable cost of using said grievance or arbitration.

4.3.8 The District agrees to remit all sums deducted promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

4.3.9 The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this Article.

4.3.10 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

4.3.11 Remittance of Funds

4.3.11.1 Funds deducted on behalf of the Association pursuant to this Article will be remitted to the Association within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.

4.3.11.2 The District will provide the Association with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Association.

ARTICLE V: SITE LIAISON COMMITTEE

5.1 As soon as possible after the execution of this Agreement, it will be the responsibility of the bargaining unit members at each site to designate a minimum of two (2) and not more than four (4) unit representatives from the school staff at each elementary school and a minimum of three (3) and not more than six (6) unit representatives from the school staff at each secondary school to serve as liaison between the faculty and the school site administration of that school.

5.2 A member (or members) of the committee shall be able to meet with the school site administrator up to three (3) days prior to the next regularly scheduled faculty meeting for the purpose of reviewing proposed agenda items and adding to the agenda additional items of concern to the faculty. The order of the agenda shall be determined by the site administrator. The administrator shall consult with the Liaison Committee if he/she wishes to hold more than two staff meetings per month.

5.3 The Liaison Committee shall be provided, at its request, with at least twenty (20) minutes or any requested lesser amount of time at each faculty meeting to report on matters of concern. The site administrator may designate at what point during the meeting the Liaison Committee is recognized.

5.4 The Liaison Committee shall have the right to request a specific meeting with the school site administrator to discuss items of concern to the faculty. Should such a meeting be requested, the school site administrator shall schedule a meeting at a mutually acceptable time.

5.5 The Liaison Committee at each site may meet with the site administrator to discuss concerns relating to class size and extra duty assignments. Representatives from Site Liaison Committees may meet with the District Office administrator responsible for class size to discuss concerns relating to class size.

5.5.1 The Liaison Committee shall meet with the designated school site administrator to develop a document that clarifies the process for prioritizing adjunct duties and the means by which assignments are made reasonably and equitably to all unit members at the site. That document will be reviewed annually by each spring by the Liaison committee, the principals (at appropriate levels) and the DTA Representative Council. Guidelines for the process are enumerated below.

5.5.1.1 The Liaison Committee and the administrator will gather information from staff members about existing assignments and staff priorities.

5.5.1.2 The Liaison Committee and administrator shall meet to discuss those duties which are 1) essential to the safety and smooth operation of the schools, 2) non-essential but desirable, and 3) voluntary on the part of the unit members at the site.

5.5.1.3 The administrator shall produce a document describing the process for prioritizing adjunct duties and shall include the assignments. This document shall be distributed to all unit members at the site.

5.5.2 The Liaison Committee and designated school administrator will meet annually and develop a document that clarifies the process for generating the site plan for a master schedule and/or class sizes and the means for which class size limits are met. Site administrators (at appropriate levels) will meet annually to review each site's plan. DTA Representative Council will meet annually to review each site's plan. For secondary sites it is recommended that the Master Schedule Important Consideration Straw Design of 3/15/02 (Revised Secondary Principals' Meeting 3/19/02) be used as a guideline.

5.6 With the concurrence of the Board of Education and the Association, each Site Liaison Committee shall have the right to waive provisions of the agreement for that site which the Site Liaison Committee determines interfere with the education programs of that site. All proposed waivers shall be for a specific time period; that time period must be an integral part of the proposal. A waiver will be considered approved only after a printed copy of the current contract practice, along with the proposed modification and duration, is signed by the Administration and DTA president. This must occur in advance of implementation of the contract waiver.

5.6.1 It is the intent of the Board and the Association to utilize this provision to give local sites substantial control over the issues which that site perceives as necessary to achieve a teaching and learning environment which promotes student success.

5.6.2 It shall be the responsibility of the Committee to enunciate the purpose of the program which requires the waiver of the language of the master agreement. The site administrator shall be responsible for coordinating Board approval of the waiver and shall provide the information required for the Board to determine that the waiver is appropriate.

5.6.3 It shall be the responsibility of the teachers assigned to the Site Liaison Committee to coordinate approval of the waiver by the Association. The teachers shall provide the information required for the Association to determine that the waiver is appropriate. One teacher on each site liaison committee shall be designated the DTA liaison representative.

5.6.4 It is the intent of the District and the Association that this process shall be as informal as possible to avoid creating bureaucratic structures which would unnecessarily impede the creativity of teachers and administrators in meeting the education needs of students.

5.6.5 No informal agreement between a teacher and a site administrator will be construed as a site liaison committee agreement.

5.7 The site administrator may set a meeting with the Liaison Committee to discuss concerns about use of personal leave for personal business by bargaining unit members.

5.8 In the event a member believes that there has been an increase in adjunct duty assignments, the following process will be implemented:

1. The member notifies a liaison committee member.
2. The liaison committee reviews the situation and if the situation cannot be corrected the committee notifies the Principal.
3. The Principal convenes a meeting with the liaison committee within 10 work days.
4. In the event the liaison committee is unable to satisfactorily rectify the situation the Principal informs the Associate Superintendent of Human Resources.
5. The Associate Superintendent of Human Resources will meet with DTA Contract Maintenance Officers to resolve the situation.

ARTICLE VI: HOURS OF EMPLOYMENT

6.1 Every elementary certificated employee shall be on site or at the work station designated by his/her immediate supervisor each school day commencing thirty (30) minutes before student contact or preparation time begins for that teacher.

6.2 Every secondary certificated employee shall be on site or at the work station designated by his/her immediate supervisor each school day commencing fifteen (15) minutes before classes or preparation period begins for that certificated employee.

6.3 Every psychologist, program coordinator, and nurse will be on site seven and one-half hours (7.5) inclusive of lunch. However it is understood that as professionals, the requirement for meetings and related work beyond the normal day required to complete the responsibilities of the job description will be performed just as teachers are responsible for preparation, grading, and meetings in addition to their normal on-site work day.

6.4 Every full-time certificated employee shall have a minimum of thirty (30) minutes of uninterrupted duty-free lunch.

6.5 The full-time elementary teacher day shall consist of a normal instructional period, and preparation and planning time, as approved by the District for each particular grade level.

6.5.1 The teacher week in grades K, 1, 2, and 3 shall include 2.5 hours of preparation and planning time. (This schedule shall include 30 minutes per day following the dismissal of students).

6.5.2 The teacher week for teachers in grades 4, 5, and 6 shall include one hundred sixty (160) minutes of preparation and planning time each week.

6.5.3 It is understood that in implementing this program, the District intends to standardize the student dismissal times on Monday, Tuesday, Thursday, and Friday. The District's intent is to facilitate the planning of both the home and the school community by standardizing this time.

6.5.4 The teacher work week for elementary prep shall include one hundred sixty (160) minutes of preparation and planning time per week in blocks of thirty (30) to eighty (80) minutes.

6.5.5 Student passing time shall not be counted as part of the preparation period when preparation time is less than forty (40) minutes and a teacher is responsible to supervise students during passing time.

6.5.6 The principal shall meet and confer with classroom teachers and prep teachers who share responsibility for the instruction of a single subject before developing a plan which distributes instructional responsibilities of those teachers.

6.5.7 A committee comprised of up to three DTA–selected members and three District administrators shall meet to address prep teacher caseloads and working conditions. The committee shall commence its work by October 1, 2005, and report back to the 2005-2006 negotiations teams by December 15, 2005 with the goal of implementing a plan no later than the beginning of the 2006-2007 school year.

6.6 The full-time secondary teaching day shall consist of five teaching periods, or its equivalent, and one preparation period. The employee may take his/her preparation period off-site only for school-related business and with the approval of the principal.

6.7 Shortened Elementary Day

One day per week shall be a shortened day for students in grades 1-6 with 240 minutes of instruction at 1-3 and 236 minutes of instruction at 4-6. Unit members shall utilize the remainder of the regular workday for faculty meetings, school assessment team meetings, SIP meetings, in-service meetings, other meetings with parents and/or other staff members, and planning and preparation for their assignments.

6.8 Classroom teachers in grades K-6 at all sites shall receive $10 per day supplement to their classroom budgets for each daily unit of ADA the district generates for completed student travel study (short-term independent study).

6.9 A full time elementary teacher shall remain at school thirty (30) minutes after the last regularly-defined class in order to fulfill duties including but not limited to conferences with students and conferences with parents.

Definition: Regularly-defined class is defined as the workday for intermediate teachers on Monday, Tuesday, Thursday, and Friday which equals 316 minutes of instruction time.

A part-time elementary teacher shall remain on site or at his/her work station thirty (30) minutes after student contact time normally ends for that teacher. A secondary teacher shall remain at school thirty (30) minutes after his/her last class or preparation period in order to fulfill duties such as conferences with students and conferences with parents. Exceptions to the thirty (30) minute time limitation may be made by the site administrator based on the needs of all parties concerned.

Spring Parent-Teacher Conferences

6.9.1 The second parent-teacher conference (Spring) will be optional except for any student in danger of retention or struggling to attain success with academics or social/emotional involvement.

6.9.2 Requests for a second parent-teacher conference (Spring), regardless of student performance, will be honored.

6.9.3 For those students where a conference was not held, report cards will be prepared by the end of the conference week.

6.9.4 The contractual workday remains in effect during this second (Spring) conference week.

6.10 Bargaining unit members may be required to attend two (2) meetings per month outside the normal instructional day including faculty meetings, grade level and/or departmental meetings, SIP meetings, in-service, materials review, grant writing, or staff planning. Additional meetings may be held following consultation with the staff or liaison committee at the school. Bargaining unit members shall accept advisory and supervisory responsibilities as assigned by the building principal, or his/her designee, and agreed to by the affected unit member. In cases where agreement cannot be reached, the principal or his/her designee shall assign the responsibility upon consultation with the affected bargaining unit member. In all cases, these responsibilities shall be assigned in a reasonable and equitable manner.

The District cares that teachers are not unreasonably asked to commit time to their professional careers and agrees that these matters may be dealt with through the Site Liaison process in the event that problems are identified at a particular site.

6.11 Each building administrator in consultation with the staff shall establish a relief schedule satisfactory to the needs of that school.

6.12 Certificated employees covered by this agreement shall not be required to sign in and out of their place of employment.

6.13 Outdoor Education: The sixth grade teachers are expected to accompany their student on this trip. However, in the case of hardship, another teacher may be substituted subject to approval of the site administrator.

6.14 Travel Between Sites

6.14.1 Bargaining unit members who are assigned to more than one site on a given day (split site assignment) shall be given reasonable time to travel from site to site. Members are expected to use this time in a manner that directly meets the instructional needs of the students as efficiently as possible.

6.14.2 In advance of the first day of school and following consultation with the teacher, the administrators of both sites will develop a workable plan for that teacher. The Human Resources office will facilitate a resolution among the parties as needed.

6.14.2 Factors for consideration when estimating reasonable travel time may include:

- Time to exit the first instructional station and reach the vehicle
- Time to exit the vehicle to reach the next instructional station
- Actual driving time, given the time of day(s) and the actual distance
- The "District Mileage Reimbursement Distance Between Sites" chart
- Materials and/or equipment (e.g. additional file cabinet or desk) that supports the transition
- Access to the physical plant (e.g. additional key) that supports the transition
- Distance from available parking

6.15 Bargaining Unit Members will assist in determining Professional Development offerings. Bargaining Unit Member compensation for Professional Development participation will be at the rate of forty-one dollars per hour ($41.00 per hour).

6.16 Collaborative Wednesday Schedule: Every member shall be allocated one Wednesday per month for members to creatively meet Site and/or District goals. Members will determine the activity during this dedicated Wednesday each month.

ARTICLE VII: WORK YEAR

7.1 A copy of the current Certificated Calendar(s) is/are incorporated into this Agreement (see Appendix F).

7.2 Coordinator, Instructional Materials Services, shall work an additional twenty (20) days beyond the work year for other members of the bargaining unit.

7.3 Psychologists shall work an additional fifteen (15) days beyond the work year for other members of the bargaining unit.

7.4 Counselors shall work an additional ten (10) days beyond the work year for other members of the bargaining unit, and Head Counselors shall work an additional eighteen (18) days.

7.5 Nurses shall work an additional five (5) days beyond the work year for other members of the bargaining unit.

7.6 Full time Davis School for Independent Study teachers shall work seven hours daily serving 30 students weekly for 184 days less agreed upon staff development days and non-student attendance, staff work days.

7.7 In the event any of the above classifications involve a bargaining unit member who works less than full time under the job description requiring an extended contract, the extended contract shall be reduced proportionately to the time the bargaining unit member is employed under that classification. The classification of Coordinator, Instructional Materials Services, is excluded from this provision.

7.8 A joint committee shall be maintained to develop calendars. Calendars reflect 180 instructional days plus four (4) additional staff service days. The committee shall consist of members of the negotiating teams representing the Association and the Board of Education. The committee shall develop calendar options that cover two school years, i.e., the 2007-2008 and 2008-2009 calendars shall be completed during 2006-2007; thereafter the 2009-2010 calendar shall be adopted in the spring of 2008; the 2010-2011 calendar shall be adopted in the spring of 2009, etc. The purpose of adopting a calendar a year in advance is to provide the opportunity for unit members, staff and families in the District to plan ahead and be able to fulfill personal and professional needs and obligations. Once the committees have shared the calendar options with their representative groups (Executive Board and Governing Board), DTA shall share two of the options approved by the negotiating teams with the bargaining unit for a vote. The Governing Board and Association retain the right to final ratification of the approved option.

ARTICLE VIII: LEAVES OF ABSENCE

8.0 Domestic partners (registered with the Secretary of State) shall be included in the definition of family.

8.1 Sick Leave

8.1.1 Every full-time certificated employee shall be entitled to (10) days of leave for illness or injury with full pay for each year of service. If the employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year.

8.1.2 The District shall annually notify in writing all certificated personnel of the number of accumulated days of sick leave by November 1 of each year.

8.1.3 A retiring certificated employee who is also a member of State Teachers' Retirement System, shall be credited at his/her retirement for each day of accumulated and unused sick leave as computed by State Teachers' Retirement System.

8.1.4 An employee absent from his/her duties for reasons of illness or accident for a period of five (5) months or less, shall, from the date of the expiration of his/her accumulated sick leave, receive his/her regular salary less the amount actually paid a substitute employee to fill his/her position during his/her absence. The provisions of this section shall be limited to a maximum period of five (5) months.

The employee will at no time be placed in the position of owing the District money. If the substitute hired to replace the employee qualifies to be placed on the salary schedule at a step or column of greater earnings than the employee, the District will absorb the cost of the substitute beyond the employee's salary.

8.1.5 Any employee who is absent by reason of illness or injury for more than five (5) consecutive days may be required to provide a medical practitioner's statement of illness or injury and the medical practitioner's acknowledgment that the employee may return to his/her duties.

8.1.6 Any employee who was previously employed by another California school district shall be entitled to transfer credit for his/her accrued sick leave providing that such transfer is requested within the first year of his/her employment.

8.1.7 Permanent employees who have resigned, or who have been dismissed because of a reduction in services or a loss in ADA, shall be entitled to accrued sick leave if re-employed within 39 months of termination. Probationary employees who have been dismissed because of a reduction in services or a loss in ADA shall be entitled to accrued sick leave if re-employed within 29 months of termination.

8.1.8 An employee initially employed is entitled at once to sick leave that the employee would be entitled to after one (1) year of service. Full use of the annual sick leave may be made at any time during the fiscal year. If a first-year employee should leave the employ of the District before the end of the year, any monies drawn for sick leave in excess of the rate of one (1) day per month shall be refunded to the District.

A certificated employee employed for less full-time shall be entitled to proportionate leave of absence time for illness or injury.

8.1.9 In the case of official quarantine at the employee's place of residence, the employee will be

allowed full pay during the period of enforced quarantine even though this exceeds the employee's accumulated sick leave.

8.1.10 All sick leave shall be taken in minimum increments of one (1) hour.

8.2 Leave For Family Illness

Each employee is entitled to a yearly leave of two (2) days for family illness. (See section 8.3.2 for additional days.)

The District agrees to revise as necessary the provisions of current leave to comply with the requirements of the Family and Medical Leave Act of 1993.

Any employee shall have the right to utilize sick leave provided for in Education Code Section 44977 for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

8.3 Personal Leave

8.3.1 The District Superintendent may grant a personal leave of an emergency nature not to exceed thirty (30) days for which the teacher shall receive his/her regular daily compensation less that of a substitute.

8.3.2 Each bargaining unit member may use up to seven (7) days of accumulated sick leave during each school year for the following reasons:

(1) Bereavement for a close friend.

(2) Family illness.

(3) Personal business. With regard to personal business, the unit member shall apply three (3) days in advance to his/her building principal, or program manager, and shall not be required to specify a reason. Such leave shall not be used to interfere with the operation of the District.

8.3.3 All personal leave shall be taken in minimum increments of one (1) hour.

8.3.4 In the spirit of collaboration, DTA commits to annual reinforcement with bargaining unit members of appropriate and judicious use of personal leave. This includes encouraging members not to use Fridays as personal leave days. A committee comprised of up to three DTA-selected members and three District administrators shall be formed to review personal leave data to assess patterns of usage and report back to the 2005-2006 negotiations teams.

8.4 Bereavement Leave

8.4.1 Each employee shall be entitled to a leave of no more than five (5) days because of each death in the immediate family. Immediate family shall be as defined in the Education Code Section 44985 and in addition include step-mother, step-father, step-sister, step-brother, step-son, step-daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, foster son, foster daughter, foster parent, and domestic partners (registered with the Secretary of State).

8.4.2 No more than two (2) travel days may be added to the five (5) days bereavement leave.

8.4.3 Additional days necessitated by bereavement, if needed, may be deducted from either family illness or sick leave.

8.5 Extended Leave For Reasons of Health

8.5.1 An employee may apply by letter for extended leave for reasons of health. This leave may be granted upon verification of need by a medical practitioner or clinical psychologist. This leave shall be without compensation.

8.5.2 The intention of an employee to return to work following extended leave for reasons of health shall be communicated to the Board along with a medical practitioner's statement certifying the employee's ability to return to his/her regular assignment.

8.6 Professional Improvement Leave

Regular certificated employees, with tenure status, upon recommendation of the Superintendent, may be granted a leave of absence without compensation for the purpose of professional improvement. The professional improvement shall be in conjunction with an accredited college or university. Such leave shall not last less than one semester nor more than one year. No teaching experience credit shall be given for this leave.

8.7 Industrial Accident and Illness Leaves

8.7.1 Employees are entitled to industrial accident or illness leaves for up to sixty (60) working days per fiscal year. This leave is not cumulative from year to year. Industrial accident or illness leave will commence on the first day of absence. Regular sick leave commences after industrial accident and illness leave is exhausted.

8.7.2 The intention of an employee to return to work following industrial accident and illness leave for reasons of health shall be communicated to the Board along with a medical practitioner's statement certifying the employee's ability to return to full-time service.

8.7.2.1 Should a physician not be willing to certify that the employee is capable of performing the full range of the duties of a position, when it is appropriate and the employee expresses an interest in returning, the District may elect to restrict the duties of the position or assign the employee alternative duties until the employee is capable of assuming the full range of responsibility.

8.7.3 All provisions of Education Code Section 44984 shall govern certificated employees on industrial accident and illness leaves.

8.8 Judicial and Official Appearances

8.8.1 Leave for Jury Duty District personnel may be absent from duty to serve on a jury without loss of pay.

8.8.2 Subpoena Leave If a certificated employee is subpoenaed as a witness in court (and is not a litigant) or appears as a witness for the Board of Education without a subpoena, no salary deduction will be made for such absence. A subpoena or letter from the attorney representing the Board stating that the employee was called as a witness for the Board must be filed with the Human Resources office, in accordance with provisions of the Education Code.

8.8.3 Juror or Witness Fee Any amount paid for services on a jury or as a subpoenaed witness becomes due and payable to the school district except that an employee may retain any fees paid as a travel allowance or subsistence, plus $5.00 per day.

8.9 Maternity and Adoption Leave

8.9.1 The Board of Education shall provide for a leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom and adoption. The length of the leave of absence, including the date which the leave shall commence and the date on which the employee shall assume duties, shall be determined by the employee and the employee's medical practitioner.

8.9.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health and temporary disability insurance or sick leave plan available in connection with employment by the school district.

8.9.3 Except as provided herein, written and unwritten employment policies and practices of the school district shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

8.9.4 This section shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury or disability.

8.10 Military Leave Government Ordered Service

8.10.1 Leaves may be granted for government ordered military service. Compensation during such leave shall be full salary for a maximum of one-tenth (1/10) of the annual salary.

8.10.2 All employees who are reserve members of the armed forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are other extenuating circumstances, the employee should file a written request to the Human Resources office, giving full particulars therein before requesting orders for active duty training. A copy of the employee's military orders shall be provided to the immediate supervisor and the Human Resources department as soon as available.

8.11 Unpaid Leave of Absence

Leaves of absence without pay may be granted by the Board at the request of an employee for a period of time not to exceed one (1) year.

(1) The teacher shall receive no compensation during such leave;

(2) During this time, no additional benefits may accrue but those benefits already accrued shall not be forfeited.

8.12 Sabbatical Leave

8.12.1 Each school year, the estimated cost of one (1) sabbatical leave shall be budgeted and granted by the Board of Education. Granting a sabbatical leave shall be contingent upon the recommendations of the Sabbatical Leave Committee and the approval of the Board of Education.

8.12.2 Any credentialed employee who has rendered service to the District for at least seven (7) consecutive years may be granted a leave of absence, not to exceed one (1) year, for the purpose of study or travel which will benefit the schools and the pupils of the District. Not more than one such leave shall be granted to said employee in any seven (7) year period.

8.12.3 The employee granted such a leave shall be required to present an outline of the proposed program of study or travel and to make such a report as may be required by the committee.

8.12.4 The interest of the District shall be protected by the written agreement of the employee to return to the service of the District and render at least two (2) years' service following the return from sabbatical leave.

8.12.5 The employee shall receive compensation while on leave at the rate of two-thirds (2/3) of his/her regular salary. An individual on a sabbatical leave shall not be employed in another regularly paid position as part of his/her sabbatical leave program during the period of the sabbatical leave.

8.12.6 A moratorium shall be negotiated if it is deemed necessary due to financial difficulty in the District.

8.12.7 Sabbatical Leave request forms must be filed with the Human Resources Office no later than January 31st of the year preceding the proposed sabbatical leave year. A sample request form is available at the Human Resources Office.

8.13 Procedures for awarding sabbatical leaves are available through the Human Resources Office.

8.14 Association Leave

Officers of the Association and/or their designees shall be granted forty-five (45) days leave for Association business. There shall be a thirty (30) day maximum for Association president and ten (10) day maximum for any other Association member. The Association shall reimburse the District for the cost of the necessary substitute(s) at the regular substitute teacher rate of pay.

8.15 Leave for Professional Service

Upon approval of the Superintendent, a unit member recognized for professional expertise by another educational organization and invited by that organization to act as a consultant, participate in a seminar, or act in an official capacity in an educational program, shall be granted a paid leave of absence enabling him/her to attend such a function. Such leave shall not be granted in situations in which the member receives compensation beyond reimbursement for costs.

8.16 Verification of Leave

When the District has cause to question the validity of leave utilization, other than Personal Business Leave under this Article, it may require a unit member to furnish appropriate verification to the

District. Requirement of such verification shall not be used to harass, intimidate, or discourage appropriate use of leave benefits.

8.17 Short Term Sabbatical Leave

The purpose of the Short Term Sabbatical Leave is to improve the instructional program through study and/or travel. The granting of such leaves recognizes the need for periodic renewal on the part of individual staff members. It is further recognized that such renewal may not be addressed effectively within the provisions of the traditional semester or year long sabbatical leaves outlined in Article VIII Section 8.12.

8.17.1 Each year short term sabbatical leaves may be granted contingent upon the approval of Superintendent or his/her designee.

8.17.2 Any credentialed employee who has rendered service to the District for at least five (5) consecutive years may be granted a leave of absence for not less than ten (10) days or more than thirty (30) days for the purpose of study or travel which will benefit the schools and the pupils of the District. Not more than one such leave shall be granted to said employee in any three (3) year period. The recipient of such a leave shall not have been on a full or semester sabbatical leave during the preceding three (3) years.

8.17.3 The employee granted such a leave shall be required to present an outline of the proposed program of study, travel, and/or renewal and to make such a report to the Board or others as may be required by the Superintendent. The outline shall include, but not be limited to the following:

a) focus of the study
b) impact on the District, school, program
c) intended results
d) length of study/travel
e) justification for use of school year time
f) other pertinent information
g) approval by the site or program administrator

8.17.4 The employee shall receive his/her full salary less the cost of a substitute.

8.17.5 Request for consideration of such a leave shall be submitted to Human Resources and the president of the Association a minimum of four weeks in advance of the intended absence and in sufficient time to secure a substitute acceptable to the administration.

8.17.6 There shall not be additional cost incurred by the District as a result of the granting of such leaves.

8.17.7 The approval or denial of a short term sabbatical leave is not subject to the grievance procedure.

8.17.8 No more than three staff members may be on such a leave at any one time during the school year.

8.18 Catastrophic Leave

8.18.1 Creation

8.18.1.1 The Association and the District agree to create the DTA/DJUSD Catastrophic Leave Bank.

8.18.1.2 Days deposited into the Leave Bank and not used shall accumulate from year to year.

8.18.1.3 Days shall be contributed to the Leave Bank and granted from the Leave Bank without regard to the daily rate of pay of the Leave Bank participant or donor.

8.18.1.4 The Leave Bank shall be administered by a three (3) person Leave Bank Committee appointed by the Association. The District shall appoint a Leave Bank Liaison to serve as District contact person for the Committee.

8.18.1.5 A "day" shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement.

8.18.2 Eligibility and Contributions

8.18.2.1 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.

8.18.2.2 Part-time employees may contribute to and withdraw from the bank on a pro-rata basis.

8.18.2.3 Participation requires contribution to the bank on a voluntary basis.

8.18.2.4 Only contributors will be permitted to withdraw from the bank.

8.18.2.5 Unit members who elect not to join the Leave Bank upon first becoming eligible must wait for the next open enrollment period to join, such period to be July 1 to October 1 of each year the Leave Bank is in operation.

8.18.2.6 Cancellation shall occur automatically whenever a unit member fails to make a contribution when contributions are requested. A unit member who cancels shall no longer be eligible to withdraw from the Leave Bank.

8.18.2.7 Sick leave previously authorized for contribution to the Leave Bank shall not be returned if the unit member is canceled.

8.18.2.8 Contributions shall be made between July 1 and October 1 of each year if the committee requests contributions. No contributions shall be requested if the number of days in the Leave Bank exceeds 200 days. (New employees shall be allowed to contribute to the Bank, however.)

8.18.2.9 Unit members returning from extended leave which occurred during the enrollment period will be permitted to contribute within thirty (30) calendar days of their return.

8.18.2.10 Contributions shall be authorized in writing by unit members.

8.18.2.11 The initial rate of contribution by each participating unit member shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.

8.18.2.12 No unit member may donate any sick leave days unless the employee has a minimum of eight (8) sick leave days before any donations can be made to the Leave Bank.

8.18.2.13 Leave Bank participants who suffer a catastrophic illness or injury or disability which results in the employee using all available paid leave, including regular sick leave, shall become eligible to use this Leave Bank, subject to the restrictions of this article.

8.18.3 Leave Bank Grants

8.18.3.1 Leave Bank participants whose available paid leaves are exhausted may be granted additional days from the Leave Bank for catastrophic illness or injury upon approval of the Leave Bank Committee. Catastrophic illness or injury shall be defined as any serious or life-threatening illness or injury that incapacitates the unit member for over ten (10) consecutive days. If a reoccurrence or a second illness or injury incapacitates a unit member within the same school year, it shall be deemed catastrophic after five (5) consecutive duty days. Leave Bank days may not be used for any mental stress related illness or for coverage of any absences for which the member has applied for Workers' Compensation.

8.18.3.2 If a unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the unit member's family.

8.18.3.3 Participants applying for an initial or extension grant from the Leave Bank shall be required to submit to the Committee a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness or injury confidential. The Committee may require a medical review by a physician of the Committee and District's choice at the participant's expense. Only a physician who qualifies under the District offered insurance policies shall be chosen. Refusal to submit to the medical review will terminate the participant's continued receipt of a grant. The Committee may deny an additional grant based upon the medical report.

8.18.3.4 The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a grant from the Leave Bank.

8.18.3.5 Withdrawals from the Leave Bank shall be granted in units of no more than twenty (20) days. The number of days received by a participant may not exceed the number of days in that participant's work year.

8.18.3.6 Pay for days withdrawn from the Leave Bank shall be the same pay as the employee would have received if the employee worked.

8.18.3.7 Any days approved by the Committee that are unused by the unit member shall be returned to the Leave Bank.

8.18.3.8 Employees who are granted Leave Bank days shall be considered in regular paid status during use of such days.

8.18.4 Administration of the Bank

8.18.4.1 The Committee shall have the responsibility of maintaining the records of the Leave Program, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the involved employees and the District.

8.18.4.2 The Committee's authority shall be limited to administration of the Leave Bank. The Committee shall establish procedures for the Bank's operation.

8.18.4.3 If no days remain in the Bank to provide any additional grants, the Committee shall so notify applicants and must deny any additional grants. The District and the Association shall meet to determine whether a special contribution/enrollment period shall be opened.

8.18.4.4 Applications shall be reviewed and decisions of the Committee shall be reported to the applicant and the payroll office, in writing, within ten (10) work days of receipt of the application.

8.18.4.5 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the requests and defend against any denials.

8.18.4 Required District Notifications

8.18.5.1 By August 1 and October 5 of each year, the District shall notify the Committee of the following:

a. The total number of days in the Bank
b. The names of the participating unit members.

8.18.5.2 If during the course of the year additional unit members join the Bank, the District shall so notify the Committee. The District shall respond to any request of the Committee within ten (10) working days for information regarding the total number of days remaining in the Bank.

8.18.6 If the Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the current members of the Bank proportionally to their donations.

8.18.7 Appeal of Leave Bank Committee Decisions

8.18.7.1 Should the applicant disagree with the Catastrophic Leave Bank Committee's denial of a request for leave, the applicant may appeal the decision to the DTA Executive Board whose decision shall be final.

8.18.7.2 Section 8.18 is not subject to the grievance procedure.

ARTICLE IX: REASSIGNMENT AND TRANSFER

9.1 Definitions

9.1.1 Assignment: Assignment is the initial placement of a bargaining unit member within the District.

9.1.2 Reassignment: Reassignment is the placement of a bargaining unit member in a different position classification within a school.

9.1.2.1 Position Classifications: For the purpose of this article, position classifications shall be K-3 teachers, 4-6 teachers, secondary department(s) and specialists.

9.1.3 Transfer: Transfer is the relocation of a bargaining unit member (school to school, school to District Office, etc.).

9.1.4 Increased Time: Increased time is an increase in the number of class sections, an increase in the amount of time available within a class or any addition of working time.

9.1.5 Seniority: Seniority is the number of certificated years served in the District.

9.1.6 Program Requirements: Program requirements are written mandates for a program based on State and/or Federal guidelines; or on written District requirements for local programs.

9.1.7 Position Requirements: Position requirements are written and provide specific credential, experience, training, and job requirements for any open position.

9.1.8 Equally Qualified: Two or more candidates meet all specific program requirements and position requirements for a particular open position.

9.2 Criteria

9.2.1 All voluntary transfers and reassignments shall be based on the following criteria (not listed in order of priority): credential, major and minor fields of study, teaching experience or training in the subject or level, program requirements and evaluations. When criteria indicate two or more unit members are equally qualified, the most senior unit member shall be transferred or reassigned.

9.2.2 All involuntary transfers and reassignments shall be based on credential, major, minor, program requirements (as specified in 9.1.6) and experience or qualifications consistent with the job description/position. When criteria indicate two or more unit members are equally qualified, the least senior unit member shall be transferred or reassigned.

9.2.3 All involuntary transfers that result from a school closure shall be based on the same criteria and tie breaking methodology as set forth in 9.2.1, except that such unit members shall have preference over voluntary transfers, new hires, teachers returning from leave and other involuntarily transferred teachers.

9.3 Assignment

All members of the bargaining unit are given an initial assignment by the Board of Education in accordance with law. Assignment is the initial placement of a bargaining unit member in a specific location and position classification(s) in the school district.

9.4 Teacher-Initiated Reassignment and Transfer

The following article outlines the process that will guide the Association and the District in meeting the mutual interest for qualified bargaining unit members to move into open positions. All requests for reassignments will be considered before requests for transfer. All requests for transfer will be considered before out-of-district candidates.

9.4.1 Reassignment: An individual bargaining unit member may request reassignment to take effect during the school year or at the beginning of the next school year by submitting such a request in writing or by email to his/her principal or District Office Department Head. All vacancies shall first be advertised for certificated bargaining unit members at the site where the vacancy occurs. The reassignment vacancy shall be announced for a minimum of five (5) business days. Requests for reassignment shall be considered in terms of the established criteria (see 9.2.1). If the administration determines that two or more bargaining unit members requesting a reassignment to the same position are equally qualified for the position, using the criteria in section 9.1.8 above, the more senior member shall be given priority over the less senior member(s). If no certificated bargaining unit member from the site where the vacancy occurs fills the vacancy, the vacancy will be advertised as a transfer vacancy.

Transfer: A request for a transfer must be submitted, using the "Request for Transfer" form, to the Human Resources Office. The member is encouraged to discuss his/her interest in a reassignment or transfer with his/her supervisor. Administrators receiving such requests shall acknowledge them in writing within ten (10) calendar days of receipt. The transfer vacancy shall be advertised throughout the district for five (5) business days. All certificated bargaining unit members possessing the required credentials for the transfer vacancy will be interviewed for the vacancy. Requests for transfer shall be considered in terms of the established criteria (see 9.2.1). If the administration determines that two or more bargaining unit members requesting a transfer to the same position are equally qualified for the position, using the criteria in section 9.1.8 above, the more senior member shall be given priority over the less senior member(s).

Any teacher assigned to teach in the DPNS and Children's Center may request a transfer to a K-12 position within the District after having served a minimum of four years in the DPNS or Children's Center position.

9.4.2 If a voluntary transfer or reassignment request is denied, the member shall be notified in writing within ten (10) calendar days of the decision and, if requested, will be provided with the reasons for that decision. If the process results in not selecting any transfer applicant(s) for the position, applicant(s) will be notified and porivded the reason(s) in writing within ten (10) calendar days following the interview.

9.4.3 No member will be denied a reassignment or transfer request arbitrarily, capriciously, or without basis in fact.

9.5 Administratively-Initiated Reassignment and Transfer

9.5.1 In the event that a vacancy exists and reassignment or transfer of a member of the bargaining unit is deemed necessary by the administrator responsible for filling the vacancy in question, volunteers will be sought from those bargaining unit members who meet the criteria in section 9.2.1. Priority in consideration will be given to members of the unit from the school where the vacancy exists.

9.5.2 In the event that no bargaining unit member volunteers to fill the vacancy and the District does not anticipate new hiring in that subject or level, the responsible administrator may initiate reassignment(s) and/or transfer(s).

9.5.3 In the event of program reduction and/or district-wide grade-level reorganization, all displaced bargaining unit members shall be placed in positions for which they qualify before any remaining vacancies are filled through voluntary transfer and/or new hiring.

9.5.4 All personnel affected in sections 9.5.2 and 9.5.3 will be notified promptly in writing by the administrator responsible for processing the reassignment(s) or transfer(s).

9.5.5 All transfers or reassignments under this section shall be based on the criteria in section 9.2.2 and shall not be punitive or disciplinary in nature.

9.5.6 A principal may enter into a conversation with a staff member regarding any position that would be available. Nothing in this section shall preclude the principal's right to conference with staff concerning open positions.

9.5.7 No bargaining unit member shall be involuntarily reassigned or transferred if there is a unit member who is qualified under the above criteria who has volunteered to fill the vacancy or position involved.

9.5.8 Bargaining unit members to be involuntarily reassigned or transferred shall have the right to indicate preferences from a list of vacancies.

9.5.9 A bargaining unit member who is to be involuntarily reassigned or transferred shall be given the reasons for the reassignment or transfer in writing.

9.5.10 The Board shall move the transferred bargaining unit member's District-owned materials which require movement due to the bargaining unit member's transfer. Also, the District shall provide assistance to the transferred member for the moving of personal and other professional materials and supplies owned by the transferred member. The transferred member may be required to fill out a request for such assistance which includes a specific waiver of any claim for loss or damage to such materials in return for the District's assistance in providing for transportation of such items. Such moves shall be made at the convenience of the District.

9.5.11 A day of release time shall be provided for on site preparation for transfers or reassignments that impact individuals after the opening of the semester in which the change is to occur or within 15 days before the start of the second semester and provided the transfers or reassignments are not the result of structural modifications of the District program.

9.6 Notice of Open Positions

A current list of vacancies or open positions shall be posted on the bulletin board outside Human Resources and at each site. Additionally, a copy of the notice shall be mailed to the Association.

9.7 Deadline for Notification

A bargaining unit member shall be notified of his/her transfer or reassignment no less than sixty (60) days prior to the opening of school unless that move is necessitated by unanticipated and documented changes in enrollment or circumstances.

9.8 Information on Teacher Needs

On or around the first week of February, information shall be requested from the certificated personnel regarding their plans for the ensuing school year. Results of this survey provide preliminary information on personnel needs for the fall semester. At all times, information on current positions to be filled shall be available to employees.

9.9 Opening or Closing of a School

9.9.1 When a new school opens, all positions shall be posted.

9.9.2 A committee comprised of up to three DTA-selected members and up to three District administrators shall meet to establish a timeline for voluntary and involuntary transfer to a new school. The committees shall include the following items in the timeline:

- Dates for distribution and collection of intent to return forms
- Date(s) and/or time frame(s) for position postings
- Date(s) for submission of voluntary transfer requests
- Date(s) for notification to members on disposition of voluntary transfer requests
- Date(s) for notice of involuntary transfers

The Committee shall monitor this transfer process as it is implemented for the staffing of new schools. If the DTA-selected members and the district administrators are unable to agree on a timeline, the transfer process shall be in accordance with the voluntary and involuntary transfer provisions of Article IX.

9.10 Reduction in Staff at Sites

9.10.1 In the event there is a need to reduce the number of bargaining unit members at a site, volunteers will be requested from the site being reduced to fill current openings.

9.10.2 Displaced members will be identified based on seniority (least to most).

9.10.3 In the event there are not enough volunteers to reduce the site, displaced members will be placed in current district openings based on seniority (most to least).

9.11 Progressive Placement

9.11.1 During years in which there is a reduction in force, increase in class size, or elimination of program(s) or funds that results in members being displaced, there shall be Progressive Placement. This article was developed based on the following interests:

1. Maintaining status quo as much as possible, with exceptions made for those who wish a change in assignment.
2. Place members in assignments that they deem most desirable.
3. Provide opportunity for members to fill open assignments easily.
4. Create predictability for members who are forced to make assignments changes.
5. Prevent unnecessary moves.
6. Facilitate movement of members who desire to make changes in their assignment.
7. Establish a process that gives everyone choice, so that no one feels forced to take an assignment.
8. Predict open assignments early and accurately.

9.11.2 Following a layoff, neither shall additional FTE be added to an assignment nor shall any outside candidate be offered an assignment without the assignment being first offered to a qualified member on the rehire list.

9.11.3 The following actions will occur prior to assignments being offered as part of Progressive Placement planning:

a) Prior to May 15 (delivery date for Final Layoff Notification) the District shall rescind all possible preliminary notices and identify Full Time Equivalents (FTE) available. The District shall wait until June 1st prior to offering any open assignments.
b) Determine the total number of members needing placement, including those members returning from Leaves of Absence.
c) Determine the number of assignments eliminated through increasing class size.
d) Determine the number of assignments open as a result of released temporary employees, retirements, resignations, and Leaves of Absence.
e) Determine the FTE allocation at each school site.
f) Compare the number of members requiring different placement to the number of known open positions.

9.11.4 Progressive Placement will occur in the following order:

a. Each site will conduct a local (site based) shuffle. Volunteers will be sought. No member shall be required to accept an involuntary reassignment at his or her original site. Any member may volunteer to be designated as a "displaced teacher."
b. "Displaced teachers" shall be offered placement by District seniority from most senior to least senior.
c. Members "displaced" during the previous school year shall be offered open positions at their former sites.
d. Members returning from Leave of Absences shall be placed.
e. Members on a rehire list shall be offered placement by District seniority from most senior to least senior.
f. A probationary member must make a choice or be assigned in order to maintain rehire rights with the District (EC 44956).
g. A permanent member may decline to accept an assignment within a pool of assignments without losing his or her relative position in the subsequent pool. Permanent members may decline assignments for up to one (1) year before losing employment rights with the District (EC 44956).

9.11.5 Each time there are ten (10) or more assignments available, another pool will be opened and placements will be offered. The second pool will be open before the end of June. There will be no pools opened in July. The third pool will open in early August. As the first day of school approaches, assignments will be opened in smaller pools.

ARTICLE X: EVALUATION PROCEDURES

10.1 General Provisions

10.1.1 It is understood and agreed by the parties that their evaluator objective is to improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a willingness of the Board and the Association to establish a fair evaluation procedure which will not only evaluate performance, but will assist bargaining unit members in improving their job-related skills. The evaluation shall focus on the California Standards for the Teaching Profession. The standards are as follows:

I. Engaging and supporting all students in learning
II. Creating and maintaining effective environments
III. Understanding and organizing subject matter
IV. Planning instruction and designing learning experiences
V. Assessing student learning
VI. Development as a professional educator

In appropriate cases, discipline and discharge procedures defined in Education Code 44932 may be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any rights an employee may have to adequate notice of performance deficiencies and adequate opportunity to improve.

10.1.2 Evaluation for permanent, probationary, and temporary bargaining unit members shall at least serve as a basis for:

(a) Improvement of instruction;
(b) Self-improvement;
(c) Recognition of good performance;
(d) Decisions regarding future assignments; refer to Article IX Reassignment and Transfer Policy.

10.1.3 No bargaining unit member shall be held accountable for any aspect of the educational program over which he/she has no authority to correct deficiencies. However, unit members shall be held accountable for satisfactory performance of school-related duties and responsibilities to which they have been assigned or for which they have volunteered.

10.1.4 At any point in the evaluation process, evaluator(s) other than the immediate evaluator may be requested. The findings of such evaluator(s) shall become part of the evaluation document after a conference with the bargaining unit member should one be requested by either party.

10.1.5 If the funding for Peer Assistance and Review is eliminated by the state, the parties shall meet within 30 work days to negotiate necessary changes to the evaluation procedures, affected article(s), and forms.

10.2 Formal Evaluation Process

10.2.1 Permanent Bargaining Unit Members: The goals and objectives for assessment shall be contained within the evaluation forms unless prior performance does not meet District standards. In such cases the evaluator may require additional goals and objectives to be written and approved. For each evaluation cycle the evaluator and the teacher will choose two standards as a specific focus. The evaluator may select one of the standards. For teachers with satisfactory evaluations at least one of the two standards will be new each cycle.

10.2.2 Probationary and Temporary Bargaining Unit Members: Each first-year probationary and temporary teacher will focus on CSTP I, II, and III. Each second-year probationary and temporary teacher will focus on CSTP IV, V, and VI as stated above.

10.2.3 Temporary Bargaining Unit Members With Two or More Years Service: For each temporary teacher with two or more years of District experience the teacher and the evaluator will choose two standards as a specific focus. The evaluator may select one of the standards. For temporary teachers having two or more years of satisfactory evaluations at least one of the two standards will be new each cycle.

10.3 Evaluation Summaries

10.3.1 Probationary and Temporary Bargaining Unit Members: Probationary and Temporary bargaining unit members shall be evaluated each year (See Appendix G-1). The teacher will be notified by November 1 that he/she will be evaluated that school year. Summative evaluations for probationary and temporary bargaining unit members shall occur prior to April 30 in the probationary/temporary 1st year (see Appendix G-1), and prior to February 15 in the probationary/temporary 2nd year (see Appendix G-1). During each evaluation period the evaluator will complete a minimum (more as deemed necessary) of two classroom observations using the observation forms that apply based on the California Standards for the Teaching Profession. The evaluator shall apply the standards in the sequence they are introduced to the beginning teachers through the Beginning Teacher Support & Assistance (BTSA program). The evaluation focus for first year Probationary/Temporary teachers will be CSTP numbers I, II, and III. The evaluation focus for second year Probationary/Temporary teachers will be CSTP numbers IV, V, and VI (see Appendix G-1).

10.3.2 Permanent Bargaining Unit Members: Permanent bargaining unit members shall be evaluated at least every other year prior to April 30 (see Appendix G-1). The teacher will be notified by November 1 that he/she will be evaluated that school year. Prior to the evaluation, the teacher will review standards, identify focus standards and be ready to discuss his/her self-reflections on the focus standards with the evaluator. The evaluation shall entail at least one formal observation or alternative evaluation review conference that is designed to specifically target the foci for the evaluation period. If a permanent bargaining unit member is marked unsatisfactory for a standard, a work plan will be developed as part of the assistance plan as described in Article XXXI Peer Assistance and Review. The teacher will be evaluated the following year and the focus of the evaluation shall be on that standard and will include formal observations of teaching.

10.3.3 Formal Observations: The first formal observation for Probationary, Temporary, and Permanent bargaining unit members will be announced at least two (2) days in advance. This observation shall be followed within five (5) days by an evaluation conference relative to the observation. The evaluator may conduct further observations as deemed necessary. The results of each follow-up observation shall be presented to the bargaining unit member within five (5) working days. No derogatory reference shall be included in an evaluation summary which has not been presented to the bargaining unit member in writing. Each observation shall be followed by an evaluation conference relative to the observation if either the evaluator or evaluatee requests the conference. When appropriate, such conferences shall include recommendations for improvement and assistance in implementing those recommendations. In the event no conference is requested, the observation shall be deemed positive in nature.

10.3.4 Summary Evaluation Process other than "meets standards:" The following process applies whenever an evaluation results in a summary recommendation other than "meets standards:"

(a) The evaluator shall notify the unit member of above determination at least 5 working days prior to the conference.

(b) The evaluation summary shall be presented to the unit member at a conference.

(c) The evaluator shall prepare the evaluation summary based upon total performance of the evaluatee. Article XXXI shall apply.

(d) The bargaining unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's written summary. In any case, the bargaining unit member shall sign the summary. This indicates only that the bargaining unit member has had the opportunity to discuss the summary and to enter comments or disagreements. The bargaining unit member shall have the right to submit a written reaction or response to the evaluation within ten (10) working days of receipt of the evaluation summary.

10.3.5 Vertical Movement on the Salary Schedule: Pursuant to section 14.11, vertical movement on the salary schedule shall not occur if a bargaining unit member receives an evaluation with a "mandatory review" summary recommendation. Vertical movement on the salary schedule will resume upon the bargaining unit member exiting the "mandatory review" process.

10.3.6 The parties agree that professional growth should continue throughout one's career.

10.3.7 Five Year Extended Evaluation Cycle: Permanent bargaining unit members shall be evaluated at least every other year prior to April 30 (see Appendix G-1). Unit members with permanent status who have completed at least 10 years as a certificated bargaining unit member with the school district, are highly qualified as required by state and/or federal law (in positions which require the "highly qualified designation"), and whose previous evaluation rated the employee as standards met, shall be evaluated on an extended cycle of five years, unless the evaluator presents an observed concern based on the California Standards for the Teaching Profession, in writing, to the unit member. The Five Year Extended Evaluation Cycle begins upon receiving a "standards met" evaluation during the ninth or tenth year of employment as a certificated bargaining unit member. At no time shall an evaluation cycle exceed five years.

10.3.7.1 Five Year Extended Evaluation Cycle Rollout: In order to roll-out the Extended Five Year Evaluation Cycle (Article 10.3.7) bargaining unit members will be assigned evaluation dates in 3, 4, or 5 year cycles based on hiring date in the bargaining unit. Bargaining unit members with a hire date from the 1998-1999 school year through the 1996-1997 school year will next be evaluated 3 years from the most recent evaluation. Bargaining unit members with a hire date from the 1995-1996 school year through the 1992-1993 school year will next be evaluated 4 years from the most recent evaluation. Bargaining unit members with a hire date from the 1991-1992 school year through the 1970-71 school year will next be evaluated 5 years from the most recent evaluation.

Hire Date	Evaluation Cycle	Next Evaluation Date
1998-99 thru 1996-97 school year(s)	3	3 years from the most recent evaluation
1995-96 thru 1992-93 school year(s)	4	4 years from the most recent evaluation
1991-92 thru 1970-71 school year(s)	5	5 years from the most recent evaluation

In the event the evaluator and the bargaining unit member have met prior to April 30, 2009, and agreed upon an evaluation date that is extended beyond the school year noted above, the school year agreed upon by the evaluator and the bargaining unit member will be honored. This Five Year Extended Cycle Rollout article (10.3.7.1) shall be removed from the contract at the end of the 2013-2014 school year.

10.3.8 Alternative Evaluation Process: Permanent bargaining unit members who are on step 6 or higher of the salary schedule may participate in alternative evaluation. In the event the evaluator does not agree to the alternative evaluation cycle, the evaluator will provide, in writing, the reason(s) based on observed concerns aligned with the California Standards for the Teaching Profession, and the unit member will participate in the formal evaluation process. To participate in an alternative evaluation the teacher must have received a satisfactory evaluation in the previous cycle. The intent of the alternative evaluation shall be to allow the teacher to direct his or her own professional growth in one or more activities that relate to the California Teaching Standards as listed above. The teacher in collaboration with the evaluator will complete an alternative evaluation contract.

10.4 Evaluation of Specialists

10.4.1 The Association and the District hereby agree to use the Counselors' proposed evaluation form for counselors for the 1990-91 school year (See Appendix G-2). The Association and District further agree to evaluate the form and supportive procedures prior to June 15, 1991 and will notify the District if the forms are not to continue in use thereafter. Such notification must occur by June 15. A committee will be formed to develop a pre-kindergarten evaluation instrument. For classifications not covered by evaluation instruments within the agreement, an evaluation instrument which allows for development of individual goals and objectives shall be used. Goals and objectives shall fairly represent the job description and the professional requirements of the position.

10.5 Evaluation and the Use of Personnel Files

10.5.1 Except as specifically provided for in this evaluation article, the District shall not base any adverse action against a bargaining unit member upon materials which are not contained in the bargaining unit member's personnel file or made available to the bargaining unit member in the course of an investigation by the District for the purpose of evaluating the bargaining unit member in determining whether any disciplinary action should be taken against the bargaining unit member. Furthermore, should the District wish to place material of a derogatory nature in a bargaining unit member's file such material shall be entered into the file within five (5) days after discovery, except as specified below. The bargaining unit member shall have the right to enter and have attached to such derogatory statement or statements his/her own comments thereon. Materials of a derogatory nature that arise from the evaluation process outlined in 10.3 to 10.5 shall not be entered into the personnel file until that process has been exhausted.

10.5.2 Information of a derogatory nature shall not be entered or filed unless and until the bargaining unit member is given notice and opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to such derogatory statement his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

10.5.3 For the purpose of these evaluation procedures, the bargaining unit member shall have the right to authorize a representative to examine his/her personnel file to the extent such examination is permitted by law. The representative seeking to review the personnel file must present the District with a written release by the bargaining unit member granting permission to review the personnel file consistent with the purposes set forth in this article.

10.5.4 Evaluation material entered in a bargaining unit member's file shall identify the source of the material including where appropriate, the identity of the person or persons who drafted the material. However, nothing in this section shall be interpreted as granting bargaining unit members any rights greater than those already provided in Section 44031 of the Education Code.

10.5.5 Materials in a bargaining unit member's file shall not be used for evaluation purposes, within the purview of this article, after remaining in the file for a period of four (4) years or more.

10.5.6 Evaluation shall include statutory regulations as well as applicable Board policies.

10.5.7 Access to a bargaining unit member's personnel file shall be available only to the Board, District administrative staff, and their confidential employees on a need-to-know basis. The contents of all personnel files shall be kept in strictest confidence.

10.5.8 The Human Resources office shall keep a log indicating the persons who have requested to examine the personnel file as well as the dates such requests were made. Such log shall be available for examination by the bargaining unit member or his/her Association representative, if so authorized by the bargaining unit member. Clerical employees doing routine filing of material in personnel files shall not be required to sign the log.

ARTICLE XI: CLASS SIZE

11.1 As defined in the attached letter of understanding, the administration shall endeavor to maintain maximum class sizes of not more than twenty-nine (29) in elementary schools. It is realized that school level procedures may be utilized in a consultation mode to assist in dealing with class sizes provided that such policies are within the established staffing ratios and seek to allow student access to learning programs. In no event, however, shall class sizes exceed the maximum established by the State, and when individual classes in the elementary schools exceed thirty-one (31), additional support will be provided.

11.2 The Administration shall endeavor to maintain maximum student loads of 160 students per full time secondary teacher with the exception of physical education, typing, and music. It is realized that internal, departmental, or school level procedures may be utilized in a consultation mode to assist in dealing with class sizes provided that such policies are within the established staffing ratios and seek to allow student access to learning programs. Sections 11.2.1 and 11.2.2 are subject to the concepts in this paragraph.

11.2.1 Class Size Reduction classes shall not be used in calculating student loads for other sections. For example, if there is one Class Size Reduction section for a unit member with five periods, the maximum student load for the remaining periods shall be 128.

11.2.2 Student load at the secondary level will be prorated according to the teacher's FTE and based on a fulltime load of 160 students. For example, .8 FTE = 128 students; .6 FTE = 96 students.

11.2.3 When a question of class size might cause a safety problem, the site administrator and unit member shall meet to discuss it. If the concern is not resolved, the unit member will put it in writing and the site administrator shall respond in writing.

11.3 Because situations arise where a few or no constructive alternatives exist to having class sizes in excess of the above ideal maximums, the District agrees to have principals or their designee utilize collegial methods to attempt to resolve class size problems. These collegial methods may include but are not limited to assistance with additional aide time, release time for planning, preparation, or conferencing, readers or additional inservice training.

11.4 The Site Liaison Committee, as defined under Article V Site Liaison Committee, at each site may meet with the site administrator to discuss concerns relating to class size.

11.5 A maximum of one representative from each Site Liaison Committee may meet with the District Office administrator responsible for class size to discuss concerns relating to class size.

ARTICLE XII: WORKLOAD REDUCTION FROM FULL-TIME TO PART-TIME DUTIES

12.1 Certificated employees who wish to reduce their workload from full-time to part-time duties may apply in writing to the Board of Education prior to January 31 of any given school year for the following school year. (See Appendix A)

12.1.1 The employee must have reached the age of 55 prior to reduction in workload.

12.1.2 The employee must have been employed by the District in a position requiring certification for at least ten (10) years of which the five (5) years immediately preceding application must have been in full-time employment.

12.1.3 The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.

12.1.4 The employee shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

12.1.5 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.

ARTICLE XIII: EXTRA-DUTY COMPENSATION

13.1 Bargaining unit members should have reasonably equal loads. Administrative assignments should attempt to equalize the time and energy expended on the job. In certain cases where duties require time and energy beyond the normal assignment, extra-duty compensation shall be given. (See Appendix E)

13.2 Assignments, for which extra-duty compensation shall be given, fall into the following four classifications. No staff member shall assume more than two Class I and/or Class II assignments.

13.2.1 Class I:
Athletic director (double); head varsity coaches in football, basketball, track, cross-country, wrestling, baseball, softball, soccer, tennis, field hockey, water polo, and volleyball; high school drama director (school-wide production); senior high school band director; Jazz Choir Choreographer; and senior high annual advisor

13.2.2 Class II:
Head varsity coaches in skiing, swimming, gymnastics, diving, badminton; assistant Class I varsity coaches; junior varsity coaches in baseball, basketball, football, field hockey, soccer, softball and volleyball; athletic trainer (triple) cheerleader coach (double); assistant field hockey and assistant cross country coaches; gymnastics; head sophomore coaches, and high school music director (school-wide productions)

13.2.3 Class III:
Assistant Class II varsity coaches; assistant sophomore coaches; frosh coaches and assistant frosh coaches; varsity golf coach; academic decathlon and debate coaches; student newspaper advisor; and junior high music and drama coaches

13.2.4 Class IV:
Staff development trainers, curriculum writers, and training recipients

13.2.5 Department chairpersons at the secondary schools shall be paid an annual stipend within the department to a maximum of 5.0 FTE (see MISCELLANEOUS in Appendix E).

13.2.6 Teachers who participate in Outdoor Education Camp will be paid a stipend prorated on the basis of the number of days served, with five days as the requirement for the full stipend.

13.2.7 High school teachers who write college letters of recommendation for 10 or more different students may choose to receive *either* one release day to write the letters *or* compensation in the amount of one day's substitute pay. Compensation is not prorated for letters written for groups of less than 10 students.

13.3 Extra duties not specifically mentioned shall be distributed as equally as possible among staff members.

13.4 The Board and Administration shall follow the criteria listed below when creating additional extra-duty compensation positions:

a) Demonstrated community interest in program.
b) Degree to which the activity is not currently being provided by alternative community programs.
c) Degree to which the activity contributes to the goals and objectives of the District.

d) Degree to which the activity can be added without disrupting current District pay patterns.
e) Availability of interested and qualified staff to perform the service.
f) Demonstrated student interest in the program.
g) Ability to implement without impact on the mandatory duty roster for teachers.
h) If applicable, sports should be approved by CIF.

13.5 If the above criteria justify the creation of the position, the Assistant Superintendent for Human Resources may place the position on the extra duty schedule at a level commensurate with the comparative responsibilities of the position. Should the Association object to the placement or to the establishment of the position, it may submit a written explanation for their position and an alternative salary placement to the consultation process for resolution.

ARTICLE XIV: SALARY AND FRINGE BENEFITS

14.1 Teachers' Salary Schedule

14.1.1 The teachers' salary schedule for the term of this agreement shall be listed as Appendix B-1. Teachers shall be paid from the applicable schedule for all work performed on and after July 1 of each year.

14.1.2 For the 2013-14 school year, all DTA bargaining unit members shall receive a one-time two percent (2.0%) payment and a two percent (2.0%) salary increase retroactive to July 1, 2013. Employees will receive payment no later than May 30, 2014.

14.2 Psychologists' Salary Schedule

14.2.1 The psychologists'/coordinators' salary schedule for the term of this agreement shall be listed as Appendix B-2. Psychologists/Coordinators shall be paid from the applicable schedule for all work performed on and after July 1 of each year.

14.3 Children's Center Teachers' Salary Schedule

14.3.1 The Children's Center teachers' salary schedule for the term of this agreement shall be listed as Appendix B-3. Children's Center teachers shall be paid from the applicable schedule for all work performed on and after July 1of each year.

14.4 DPNS Salary Schedule

14.4.1 The DPNS salary schedule for the term of this agreement shall be listed as Appendix B-4. DPNS shall be paid from the applicable schedule for all work performed on and after July 1of each year.

14.5 Davis School for Independent Study Teachers' Salary Schedule

14.5.1 Davis School for Independent Study teachers shall be paid from the teachers' salary schedule, listed in Appendix B-1.

14.6 Contracts that extend beyond 184 days for Coordinators, Psychologists, Head Counselors, and Counselors shall be compensated at the daily rate during the year the work is performed.

14.7 Beginning in the 2000-01 school year, initial placement of non-management certificated staff shall not be beyond Step 11 of any column of the salary schedule. One year credit shall be given for every year of successful prior full time teaching experience in an accredited K-12 public or private school, but not to exceed ten (10) years' experience.

14.7.1 A year for the purposes of this section shall be defined as seventy-five percent (75%) of the school calendar year of the Davis Joint Unified School District. Column placement shall be based upon semester units verified by official college or university transcripts. Contracts shall not be effective until complete transcripts have been received. It shall be the responsibility of the employee to provide official transcripts and written verification of previous experience to the Human Resources Office.

14.8 Procedures for Applying the Children's Center Salary Schedule

14.8.1 All teachers shall have a valid and appropriate credential for their teaching and/or supervisory assignments.

14.8.2 Change of columns can be achieved through fulfillment of unit requirements as approved by the employee's evaluator and recommended to the Superintendent or his/her designee.

14.8.3 Credit for column three shall be in early childhood education. Credit may be granted if approved by the Superintendent or his/her designee.

14.8.4 Credit for experience outside the District is given up to a maximum of ten (10) years which allows an individual to enter at step eleven (11).

14.8.5 Credit for outside experience, as in section 14.11.4 above, shall be early childhood teaching and/or teaching in grades K-3.

14.8.6 All college or university credits must be earned from an accredited institution. Quarter credits will be converted to semester credits.

14.9 Earned Doctorate Bonus

A bonus of $1,500/year (maximum) per 1.0 FTE shall be paid to each bargaining unit member paid from the teachers' salary schedule or the psychologist/coordinator salary schedule who holds an earned doctorate from an accredited program.

14.10 Horizontal Movement

14.10.1 Official transcripts from colleges or universities must be received by the Human Resources Office by October 1 of the school year for which horizontal advancement has been requested. An employee who qualifies for horizontal advancement on the salary schedule shall be advanced to the appropriate column and shall then be advanced one vertical step pursuant to the policy for vertical movement.

14.10.2 All college, university and District in-service units shall be approved by the District before being credited for horizontal movement. The criteria for approval shall include the relevance of the courses to the teacher's major and/or minor fields of study and the relevance of the courses to the needs of the District, as those needs pertain to the employee's job description or future assignment in the District.

14.10.3 Quarter units shall be converted to semester units on the basis of three (3) quarter units equaling two (2) semester units.

14.11 Vertical Movement

14.11.1 Vertical movement shall occur based upon a satisfactory evaluation pursuant to Article X Evaluation. An employee shall advance only one vertical step per year.

14.11.2 Vertical movement on the salary schedule shall not occur if a bargaining unit member receives an evaluation with a “mandatory review” summary recommendation.

14.12 Fringe Benefits

14.12.1 Effective January 1, 2008, all full-time bargaining unit members shall receive the following District contributions toward health and welfare benefits:

Single Party:	$ 5,900 annually
Two Party:	$ 9,800 annually
Family:	$11,900 annually

Benefits will be available to domestic partners (registered with the Secretary of State) in the same manner as to married couples.

14.12.1.1 All bargaining unit members employed half time or more but less than full time and employed prior to January 1, 1984 shall receive employee benefits not to exceed the amounts indicated above in 14.2.1 as appropriate for the bargaining unit member's benefits plan during that calendar year.

14.12.1.2 All eligible bargaining unit members employed after January 1, 1984, and assigned half time or more, but less than full time, shall receive a proration of amounts indicated above in 14.2.1 as appropriate for the bargaining unit member's benefits plan during that calendar year. The proration shall be equal to the bargaining unit members' assignments.

14.12.2 Unit members are required to participate in the health, vision, dental, and employee assistance program except as indicated below.

14.12.2.1 Full time unit members who provide adequate documentation of alternative medical coverage may waive medical benefits and elect a cash option as authorized by Internal Revenue Code 125 of an amount not to exceed the difference between the annual costs of required premium coverage and $2,064. Unit members employed less than full time but half time or more shall receive a proration of the benefits.

14.12.3 In lieu of the cash option in 14.12.2.1 or a portion thereof, the unit member may allocate the funds to any of the available programs. Funds above the amount required to be used for premiums, contributed by the District, can only be utilized for District health care benefits and are not available as a cash option or for other 125 purposes. The intent of this provision is to allocate more District resources for health care costs.

14.12.4 For the purpose of immediately enacting provisions of this article, the Board shall apply the differential, if any, to insurance programs currently held by individual employees and currently being deducted from monthly pay checks provided such programs comply with and fall into one of the categories in sections 14.12.2 and 14.12.3.

14.12.5 Within one month after this contract is ratified, the District shall notify individual employees as to current District monthly contributions toward the employee benefit plan and receive instructions from the individual bargaining unit members regarding disposition of the monthly differential for those benefits of the employee's choosing within the categories in section in 14.12.3. Such instructions from the employees shall be implemented for the next monthly pay period, assuming such instructions are received prior to the 10th of the month. Clerical requirements and insurance carrier requirements may cause modification of the above time limitation.

14.13 Payroll periods are intended to remain unchanged unless modification is required by circumstances beyond the control of the Board.

ARTICLE XV: EMPLOYEE TRAVEL

15.1 Schedules of employees who are assigned to more than one school shall be arranged so that no such bargaining unit member shall be required, without his/her consent, to engage in inter-school travel of more than twenty (20) miles per day. Such bargaining unit members shall be notified of any changes in their schedules at least thirty (30) school days prior to the proposed change.

15.2 Bargaining unit members who may be requested to use their own automobiles in the performance of their duties and who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS rate per mile for all driving done between arrival at the first location at the beginning of their workday and all other stops provided, however, that if the distance from the unit member's home to his/her first location or from the member's last location to his/her home is greater than the distance between the bargaining unit member's home and his/her base school, he/she shall be reimbursed for the difference at the IRS rate per mile.

15.3 Bargaining members who use their personal cars for field trips or other business of the district shall receive the IRS rate per mile. Written pre-approval of payment shall be required for all such reimbursement and nothing herein shall prevent individual members and the District from agreeing to reimbursement at a rate less than that specified above.

ARTICLE XVI: SAFETY AND ENVIRONMENTAL WORKING CONDITIONS

16.1 The District shall take the responsibility for providing safe working conditions for employees, and the determination of these safety conditions shall be subject to the Article III Grievance Procedure. Bargaining unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being. When a bargaining unit member judges such conditions or situations to exist, he/she shall bring them immediately to the attention of his/her immediate supervisor, and failing correction of such condition within a reasonable period of time, shall have the right to grieve. The Master Schedule Important Consideration Straw Design (Appendix H) provides guidelines for secondary (7-12) working conditions that affect the well-being of a member(s).

16.2 A written summary of the rights and duties of all bargaining unit members with respect to student discipline, including the use of corporal punishment, shall be available in writing to each bargaining unit member at each school and the District Office.

16.3 When, in the judgment of the bargaining unit member, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician or other specialist, the bargaining member shall so inform his/her immediate supervisor. The immediate supervisor shall notify the bargaining unit member as soon as possible of the steps taken to resolve the problem.

16.4 A unit member who suffers a physical assault by a student in connection with his/her employment shall report the incident as soon as possible to his/her immediate supervisor, who shall immediately report the incident to the police. The immediate supervisor shall submit a report to the Associate Superintendent for Educational Services.

16.5 Fans and space heaters are available in the District to be used during temperature extremes.

16.6 The District and the Association will take responsibility for developing a plan to retrofit the existing schools with HVAC systems.

16.7 While in the line-of-duty and in order to be eligible for Worker's Compensation benefits, injuries or illness directly attributable to the work environment should be reported immediately to the Company Nurse for the District by calling 1-877-778-2576. The Company Nurse gathers information over the phone and helps workers access appropriate medical treatment. In addition the building administrator or immediate supervisor should be notified within twenty-four (24) hours to be eligible for Worker's Compensation benefits.

16.8 As a protocol to be followed, Communication Guidelines have been attached as Appendix I.

ARTICLE XVII: CONCERTED ACTIVITIES

17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

17.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all bargaining unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District during the term of this Agreement by bargaining members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those bargaining unit members to cease such action.

17.3 The Board agrees that there will be no lockout during the term of this Agreement.

ARTICLE XVIII: CHILDREN'S CENTER

18.1 Work Year

The work year for Children's Center bargaining unit members shall correspond to the classified staff calendar, with the exception of twenty (20) days vacation. Thus, the work year includes the following provisions:

15 classified holidays
20 days vacation
12 days sick leave

18.2 Vacation Days

Vacation schedules shall be approved by the Children's Center Director or his/her designee.

18.3 Workday

The regular workday for a full-time Children's Center bargaining unit member is seven (7) hours which includes a one-half hour uninterrupted duty-free lunch.

The employee may take his/her preparation/planning period off site only for school related business and with the approval of the director. In the event that a deviation from this practice occurs on a frequent basis, the matter is to be reviewed with the staff in an attempt to reach agreement on the proper scheduling of preparation/planning time. In the absence of agreement, final assignments will be the responsibility of the Director of the Children's Center.

18.4 Fringe Benefit Program

The fringe benefit program for each full-time certificated Children's Center staff member shall be the same amount as that for all other bargaining unit members. Teachers who serve less than full-time but half-time or more shall receive a proration per month equal to their full time equivalent position.

ARTICLE XIX: MISCELLANEOUS PROVISIONS

19.1 Any individual contract between the Board and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

19.2 This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.

19.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall have the number of copies requested by the Association prepared and delivered to the Association for distribution to each bargaining unit member in the District. The District and the Association will equally share the expense of this section.

19.4 A bargaining unit member's notification to the District that he/she intends to resign shall remain revocable until such time as the Board or Superintendent takes action on such notification.

19.5 Upon request, bargaining unit members shall be granted a substitute in the event of absence. Only in unusual circumstances shall such a request be rejected and in that event the matter will be subject to review through the Article III Grievance Procedure. A bargaining unit member shall have the opportunity to select his/her choice of a substitute teacher. Further, a bargaining unit member may indicate the substitute request by telephoning directly the substitute caller. If a selected substitute is unavailable, an alternative will be acceptable.

19.6 The Board agrees to consult with the Association prior to reducing or eliminating any benefits which are enjoyed by bargaining unit members as of the effective date of this Agreement unless the reduction or elimination is otherwise provided for by the express terms of this Agreement. In the event such reduction occurs prior to consultation, the Association shall immediately bring this matter to the attention of the Board and the consultation process shall commence with subsequent action to be taken by the Board.

19.7 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. This Agreement shall be uniform in application and effect.

19.8 Prior to consideration by the Board of Trustees of any waiver requests developed by a school or schools, as provided for in the School-Based Program Coordination Act, commencing with Education Code Section 52800, the District shall submit such requests to the Davis Teachers Association. The Association may, if it chooses, meet and negotiate with the District on all items contained within a waiver proposal, if such item(s) is a matter related to a subject within the scope of bargaining as defined in Government Code Section 3543.2. The Association further retains its right to consult on all other matters contained in the waiver proposals defined in Government Code Section 3543.2.

ARTICLE XX: SAVINGS PROVISION

20.1 Saving Clause Provisions

If any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law; however, all other provisions will continue in full force and effect.

20.2 Statutory Changes

In the event a matter guaranteed by statute and not provided by the contract is modified or dropped, the Board will negotiate that matter at the next scheduled bargaining meeting. Reopening under this section shall be limited to those matters deemed in scope by final decisions of PERB.

ARTICLE XXI: INCREASED TIME FOR PART-TIME PERSONNEL

21.1 In the event the Board increases the number of class sections or increases the amount of time available within a class or in any other way creates additional working time for which part-time certificated bargaining members are credentialed, the Board shall notify such employees of the additional opportunities for increasing their time through such an assignment.

21.2 Upon the written request of the part-time credentialed bargaining unit member, the Board shall assign the unit member the additional time if the member meets the provisions of the section 9.2.1.

21.3 If two or more part-time bargaining members request the same increase in working time, the board shall assign the time to the member who best meets the provisions of section 9.2.1.

ARTICLE XXII: ASSOCIATION RIGHTS

22.1 The Davis Teachers Association, as exclusive representative, of its members in their employment relations with the Davis Joint Unified School District shall:

22.1.1 Have the right to use school buildings for meetings without charge upon execution of proper request form and according to facilities-use procedure(s), providing that meetings do not interfere with school use and are approved by the appropriate administrator.

22.1.2 Have the right to use school bulletin boards and school mail or messenger service for official communications, subject to procedures established by the Superintendent.

22.1.3 Have the opportunity at regularly scheduled faculty meetings to announce Association meetings.

22.1.4 Have the right to meet with unit members on official Association business on school property at times other than when unit members are responsible for rendering service, provided that this shall not interfere with or interrupt normal school operations.

22.2 The DTA President shall be entitled to a forty percent (40%) Association Leave. The Association shall reimburse the District an amount based on forty percent (40%) of Column III, Step 4, plus forty percent (40%) of associated payroll costs (STRS, et cetera) and health and welfare costs.

ARTICLE XXIII: DISTRICT RIGHTS

23.1 All matters not specifically enumerated as within scope of negotiations in Government Code Section 3540 et seq and/or designated as rights shared with the Association are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

23.1.1 The legal, operations, geographical and organizational structure of the District, including the chain of command, division, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

23.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;

23.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other areas and other improvements, and the personnel, work, services, and activity functions assigned to such properties;

23.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed including educational (i.e., historically not performed by bargaining unit members unless the District must, to conform with federal and state law), support, construction, maintenance and repair services;

23.1.5 The utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, consultant, confidential, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;

23.1.6 The education policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, grade-level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities and emergency situations with respect to such matters;

23.1.7 The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location and also to any facilities; classroom; functions, activities, academic subject matter, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening;

23.1.8 The job classification and the content and qualifications thereof;

23.1.9 The duties and standards of performance of all employees; and whether a unit member adequately performs such duties and meets such standards;

23.1.10 The dates, times, and hours of operation of District facilities, functions, and activities;

23.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters;

23.1.12 The rules, regulations and policies for all bargaining unit members, students and the public;

23.1.13 The retirement of bargaining unit members for age or disability; and

23.1.14 The termination or layoff of bargaining unit members, consistent with law, as a result of this exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

23.2 All other rights of management not expressly limited by the language of this Agreement are also expressly reserved to the District.

23.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Association waive any rights guaranteed by law.

23.4 The District retains its right to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

23.5 An emergency for the purposes of this Article shall be an act of God, or natural disaster such as, but not limited to, earthquakes, floods, severe fires, major attack, plague or a financial situation equivalent to one or all of the examples above.

23.6 In addition, the declaration of an emergency which temporarily amends, modifies, or rescinds rights guaranteed under this Agreement shall be subject to judicial review.

23.7 The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation, implementation, or interpretation of this Agreement. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of the District is not subject to the grievance procedures as set forth in Article III Grievances. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.

ARTICLE XXIV: EFFECTS OF LAYOFF

24.1 General Provisions

24.1.1 When the District proceeds with any layoff and/or reemployment in accordance with the statutory requirements of Education Code Section 44955, et seq, the below provisions shall apply.

24.2 Notice

24.2.1 Within seven (7) days of the Board's adoption of the Resolution of Intent to Reduce or Discontinue Particular Kinds of Services, the District shall notify the Association in writing of this action.

24.2.1.1 The notice shall include materials which support the needs to reduce certificated bargaining unit members.

24.2.2 Upon written request from the Association, the District shall provide the Association, as soon as it is available, with a list of the positions to be eliminated.

24.3 Effects

24.3.1 Each noticed bargaining unit member who has utilized his/her Personal Business Leave may apply to the Assistant Superintendent for Human Resources for up to three additional days of paid leave, not to be deducted from sick leave, for securing other employment.

24.3.1.1 The request for additional leave must include a statement of needs regarding the time and date of the leave.

24.3.2 The District agrees to provide the health and welfare benefits, in accordance with the provisions of this Agreement, to each laid off bargaining unit member until August 31.

24.3.3 Each laid off bargaining unit member shall have the option of continuing these health and welfare benefits at his/her own cost by providing the premiums, in advance, to the District. Such options shall continue after August 31 until he/she is employed.

24.4 Reassignments

24.4.1 Transfers and reassignments, due to effects of layoff, shall be pursuant to Article IX Reassignment and Transfer of this Agreement.

24.5 Reemployment Rights

24.5.1 The District shall periodically mail to the Association a list of existing vacancies for bargaining unit personnel, a list of names of people filling vacancies, and copies of notices sent to laid off bargaining unit members.

24.5.2 The District shall place reemployed bargaining unit members in the position(s) held at the time of layoff to the extent that the position(s) is open at the time of reemployment.

24.6 Statutory Guarantees

24.6.1 Nothing above shall preclude the District's moving according to statutory time lines for layoff.

ARTICLE XXV: DEVELOPMENT OF PROGRAMS FOR SPECIAL EDUCATION PUPILS

25.1 The general education bargaining unit member shall be included in a meeting for the purpose of developing, reviewing, and revising the individual educational program of a pupil who receives special education services. At least one of the general education teachers who has the student in class shall be included in this meeting.

25.1.1 Pre-kindergarten - Grade 6 Upon receipt at the school a copy of the IEP of a pre-kindergarten or K-6 grade pupil shall be given to and be retained by the special education teacher .

25.1.2 Secondary A copy of the IEP of a secondary grade (7-12) pupil shall be retained by the special education teacher and a summary of the IEP will be available to the general education teacher. At the beginning of each semester, a list of students who have an active IEP on file shall be provided to all teachers of that student

25.2 Procedures related to the identification and placement of pupils shall be available to all bargaining unit members, and shall be as follows:

25.2.1 IEP meetings shall be scheduled during the work day, except with the agreement of the participants.

25.2.2 General education teachers, who it is anticipated will be responsible for implementing aspects of the student's IEP, will be notified 48 hours prior to the IEP meeting. Meetings shall be scheduled to enable at least one of the general education teachers to attend.

25.2.3 Special Education Program placement and the provision of support services are determined by the student's most recent IEP document.

25.2.4 General education teachers shall receive notice of the placement of a student who receives special education services as soon as placement consistent with the IEP is determined.

25.3 Moderate/Severe Disabilities

25.3.1 The District recognizes that the learning of all children can be directly impacted if general education teachers devote substantial time to students with moderate/severe disabilities. Therefore, the District will seek to minimize the numbers of moderate/severe students assigned to general education classroom teachers. Students qualified to receive moderate/severe special education services will be counted in the class load of the receiving teacher on a one for one basis. Teachers working with students who are medically fragile will be provided the technical assistance required (as reasonably determined by the program administrator) to comply with the terms of the IEP.

25.3.2 The District will provide release time for general education teachers to attend IEP meetings.

25.3.3 Nothing in the article is designed to or will be construed in ways which would require the District to violate requirements in federal or state law to provide for students needs in the least restrictive educational environment.

25.4 The District will endeavor to maintain a maximum student load of three Special Education students with mild/moderate handicapping conditions in general education classes. Should a site wish to exceed these maximums, the waiver process provided in Article V shall be utilized.

25.6 The District and the Association have a mutual interest in limiting multi-site assignments while supporting Individual Education Plan (IEP) requirements and District operations.

ARTICLE XXVI: FRINGE BENEFITS OF EARLY RETIREES

26.1 Bargaining unit members between the ages of 55 and 65 and who have served in a certificated position within the District for fifteen (15) years shall be eligible to participate in the early retirement benefit program.

26.2 The District agrees to allocate funds for retirement benefits each year for each bargaining unit member who retires between the ages of 55 and 65 for coverage of health and dental premiums until the bargaining unit member reaches the age of 65 in accordance with the table shown below. The carriers available to other bargaining unit members shall be available to retirees. Any portion of the allocation not utilized for health and dental coverage shall be retained by the District. If the allocation is not sufficient to cover the selected coverage(s), the bargaining unit member may participate in the program by reimbursing the District for the difference between the allocation and the premium(s). Reimbursement shall be received in the District Business Office by the fifth of each month.

26.3 Benefits available to retirees who retire

Age of Retirement	Early Benefit Incentive
55-65	Up to $1500 per year to age 65

ARTICLE XXVII: MERIT AWARDS PROGRAM

27.1 The Merit Awards Program of the Davis Joint Unified School District is founded to recognize and reward the meritorious and outstanding achievements of the bargaining unit members in the performance of their assigned responsibilities and for their invaluable contributions and service to the District.

27.2 The Superintendent shall recommend a member or members of the bargaining unit who, in his professional judgment, is/are deserving of the Merit Awards recognition. His recommendations will be made to the Board during any regular or special Board meeting held during the year.

27.3 The Board of Trustees shall accept the Superintendent's recommendations and shall select one or more of the candidates for presentation of the Merit Award.

27.4 The Merit Award Program shall not exceed a total cost of $2000. The program is designed to bring honor and public acknowledgment to the recipient's accomplishments and contributions to the District.

27.5 Appropriate recognition of accomplishment will include a written statement of the meritorious service and an appropriate tribute.

27.6 The Association and District agree to waive the Merit Awards Program for 1997-98. A joint DTA/DJUSD task force will be appointed which will examine the need for and purpose of the Merit Award System.

27.6.1 The money allocated by the District will be carried over to 1998-99.

27.6.2 The task force will develop criteria for awarding merit awards, if necessary.

ARTICLE XXVIII: SUMMER SCHOOL

28.1 Announcements of summer school anticipated positions shall be posted by the Board on every Association bulletin board no later than April 15.

28.2 Notification of tentative assignment to summer school shall be delivered in writing by June 1 and shall include the location of the assignment and the subject and/or grade level to be taught and salary.

Offers of employment shall be based upon the following criteria:

1) Priority shall be given on the basis of credential to perform the service, record of success in District-wide employment, and seniority;

2) Classroom teachers shall be given priority in filling classroom teaching positions and teacher coordinator positions;

3) Counselors shall be given priority in filling counseling positions;

4) Librarians shall be given priority in filling librarian positions.

28.3 When it becomes necessary to dissolve a class, prior to releasing a teacher, the District shall hold a meeting with such a teacher at which a list of vacancies, if any, will be reviewed with the teacher.

Any vacancies for which the teacher is qualified under Section 28.2 of this Article will be offered to the teacher prior to the teacher's release and prior to the District offering such vacancy to another teacher not presently employed in summer school.

The teacher shall have the choice of accepting or not accepting an alternate vacancy, prior to being released.

ARTICLE XXIX: ADULT EDUCATION

29.1 The following provisions of this Agreement will apply to adult education teachers; Article II: Non-Discrimination; Article III: Grievances; Article XVI: Safety and Environmental Working Conditions.

29.2 Adult education teachers will be entitled to regularly scheduled school holidays during the period of their employment. Teachers may schedule make-up classes on another night.

29.3 The hourly rate beginning with the 2006-07 school year shall be $25.92

ARTICLE XXX: PUBLIC CHARGES

30.1 The District shall process public charges according to the following procedures. Failure to do so is a grievable offense which could mean an arbitrator would not allow any discipline growing from the public charge if the arbitrator felt the unit member were disadvantaged by failure to follow these procedures.

30.2 A complaint regarding a bargaining unit member made to any member of the administration by any student, parent, or person which alleges professional error, poor judgment in the execution of professional responsibility or personal misconduct, which has affected or might affect the work performance of the bargaining unit member, shall be discussed with the bargaining unit member and the complainant identified to the bargaining unit member within 3 work days of receiving the information or, if immediate discipline is contemplated, within 24 hours of receiving the information. In the event that these notification and discussion procedures are precluded by applicable law with respect to the investigation of complaints of possible criminal conduct, child abuse or sexual harassment of students, the bargaining unit member shall only be provided the complaint at the appropriate point in the investigation process. In these circumstances prior to a final decision on whether to seek discipline, the unit member shall be provided an opportunity to meet personally with the administrator responsible for the investigation and respond to the allegations.

30.3 When charges by any of the above complainants has been reduced to writing, the bargaining unit member shall be given a copy within 3 work days and shall be provided an opportunity to respond to the charge and attach a written statement before it is placed in his or her file. In the event the charge has not been reduced to writing, the bargaining unit member may, at his or her discretion, require that the complaint be reduced to writing by the administration. The bargaining unit member and the District may agree that the written complaint may not be placed in the personnel file.

30.4 Should the bargaining unit member or the District believe that the allegation in the complaint is sufficiently serious to warrant a meeting between the bargaining unit member and the complainant, the evaluator shall endeavor to set up a meeting. The bargaining unit member may elect to have representation at the meeting by providing reasonable notice to the District.

30.5 The District shall not dismiss or refuse to re-employ a bargaining unit member on the basis of a written complaint that cannot be verified.

ARTICLE XXXI: PEER ASSISTANCE AND REVIEW

31.1 Governance and Program Structure

31.1.1 Review Panel

31.1.1.1 The purpose of the Review Panel will be to assure that classroom teachers, under mandatory review (as identified in Article X: Teacher Evaluation), receive intensive assistance. The panel will review the progress of teachers in mandatory review and report to the Board of Education annually on the progress of identified teachers.

31.1.1.2 The Review Panel shall be composed of five (5) members, the majority of whom shall be permanent certificated classroom teachers selected by the classroom teachers in an election administered by the Association. The Superintendent or designee shall appoint two (2) administrative representatives to the panel. One (1) alternate will be chosen by each group and shall fill in should a member declare a conflict of interest, or vacate the position before the term is up.

31.1.1.3 The panel members shall serve two-year staggered terms to assure continuity in experience.

31.1.1.4 The Review Panel shall be responsible to:

31.1.1.4.1 Provide written information to all certificated staff and the public about the peer review process;

31.1.1.4.2 Monitor provisions that assure confidentiality;

31.1.1.4.3 Allocate annual budget amounts following the guidelines established in Article 31.1.5;

31.1.1.4.4 Receive "needs assistance" and mandatory review" referrals from the administrator(s);

31.1.1.4.5 Assign teacher consultants and monitor assistance plans;

31.1.1.4.6 Resolve issues and problems which may arise between a consulting teacher and the participating teacher;

31.1.1.4.7 Review data and final report(s) of teacher consultant(s) and summarize findings for the Board of Education;

31.1.1.4.8 Establish its own rules and procedures including electing a chair and establishing the meeting schedule;

31.1.1.4.9 Select teacher consultants following procedures established in Article 31.1.3;

31.1.1.4.10 Serve as members of and provide leadership to the Assistance Council;

31.1.1.4.11 Arrange for training of review panel and teacher consultants;

31.1.1.4.12 Evaluate annually the impact of the Program in order to improve its effectiveness;

31.1.1.4.13 Provide annual written evaluation of the program to the Board of Education.

31.1.1.5 The teacher members of the review panel will receive a stipend of $1,000 for each full year of service; shorter terms will be pro-rated. Alternates shall receive a stipend of $1,000 for the first year. Alternates' annual stipend will be determined by June of each year.

31.1.1.6 The Review Panel shall strive for consensus; but in the absence of consensus, decisions will be made by a majority vote. All discussion, decisions, reports, and final votes will be confidential. The Review Panel shall report to the Board of Education their recommendation for the status of a teacher regarding satisfactory completion of plan or need for continuance in mandatory review.

31.1.2 The Assistance Council

31.1.2.1 The purpose of the Assistance Council will be to set goals for voluntary assistance and professional development funded through designated PAR monies and to evaluate the effectiveness of these programs.

31.1.2.2 The Assistance Council shall be composed of permanent certificated teachers and administrators including the Review Panel and an expanded representation, which will assure representation from three (3) elementary, three (3) secondary, one (1) support staff member, and one (1) central office administrator. The Association members will be selected by bargaining unit members in an election administered by the Association. The Superintendent or designee shall select the one (1) additional administrative representative.

31.1.2.3 The Assistance Council shall be responsible to:

31.1.2.2.1 Set voluntary assistance goals;

31.1.2.2.2 Allocate PAR monies set aside for assistance and professional development;

31.1.2.2.3 Work with BTSA/Mentor leaders to assure continuity in planning for assistance and professional development;

31.1.2.2.4 Establish procedures for evaluating programs to assure quality;

31.1.2.2.5 Report in writing annually on its activities to the Board of Education.

31.1.2.4 The Assistance Council shall strive for consensus; but in the absence of consensus, decisions will be made by a majority vote.

31.1.2.5 The teacher members of the Assistance Council shall each receive no more than $1,000 for the first year and in subsequent years compensation will be determined by the Review Panel but will not exceed $1,000 per mentor teacher.

31.1.3 Consulting Teachers

31.1.3.1 The consulting teachers will serve in three capacities as needed: a) as consulting teachers to teachers referred for mandatory review, b) as consulting teachers for teachers in voluntary assistance; and c) as coordinators for the Assistance Program administered under PAR funds.

31.1.3.2 A base number of consulting teachers will be set at two (2); the Review Panel will determine if more are needed based on the number of mandatory reviews and assistance referrals. The Panel may adjust this number as needed.

31.1.3.3 The consulting teachers will serve for a term of two years with the terms arranged to be staggered. Consulting teachers not serving in a mandatory review capacity shall be used to support assistance activities as directed by the Assistance Council.

31.1.3.4 Consulting teachers are selected by the Review Panel who establishes a selection process. The selection process shall include provisions for classroom observation of the candidates for consulting teacher by the Review Panel. In order to be selected as a consulting teacher, the teacher must apply and possess the following requisite minimum qualifications:

31.1.3.4.1 A California standard teaching credential with permanent status;

31.1.3.4.2 A minimum of four (4) years of recent classroom teaching experience.

31.1.3.4.3 Demonstrated exemplary teaching ability defined in Education Code 44500, as reflected in the applicant's ability to demonstrate teaching competence in California Standards for the Teaching Profession, and as reflected in the applicant's performance evaluations;

31.1.3.4.4 Demonstrated ability to present issues forcefully in a tactful way and to confront resistive behavior;

31.1.3.4.5 Demonstrated positive personal relations in collaboration, team building, and confidentiality;

31.1.3.4.6 Demonstrated advanced knowledge of adult development and support roles that may include training in observation, data collection, coaching and other skill areas as identified by the review panel.

31.1.3.5 Consulting Teachers' Roles and Responsibilities

31.1.3.5.1 The consulting teachers' review shall focus on the specific areas recommended for improvement by the participating teacher's evaluator in the remediation plan which is developed after the participating teacher receives an unsatisfactory evaluation as set forth in section 31.1.4 below.

31.1.3.5.1.1 The recommendations in the remediation plan for teachers in review shall be considered as part of the referred participating teacher's performance goals for the period of participation in this program.

31.1.3.5.1.2 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as performance goals required by Education Code Section 44664(a) and 44500(b)(2).

31.1.3.5.1.3 The evaluator, consulting teacher, and the referred participating teacher in review shall meet and discuss the recommended areas of improvement outlined by the evaluator in the remediation plan and the types of assistance that will be provided by the consulting teacher by September 30th.

31.1.3.5.1.4 The consulting teacher and the evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the referred participating teacher on an ongoing basis, consistent with the remediation plan.

31.1.3.5.1.5 The parties understand that every possible subject matter or competency may not be available within the consulting teacher corps, and therefore, it shall occasionally be necessary to draw upon outside resources to address fully the identified areas recommended for improvement. In such cases, the consulting teacher shall maintain prime responsibility for the remediation plan but may function more like a case carrier who assures the availability of appropriate resources.

31.1.3.5.2 On or before April 1 of each year, the consulting teacher shall complete a written report documenting the results of the referred participating teacher's participation in the program. The report shall contain the following

information: a summary of the remediation plan; a description of the assistance activities recommended and provided (a "log"); and the referred participating teacher's level of participation in the assistance activities.

31.1.3.5.2.1 The consulting teacher's report to the panel shall contain one of the following three conclusions:

a) That the elements of the remediation plan involving peer intervention have been satisfactorily completed; or
b) That the elements of the remediation plan have been met and that continued assistance is recommended; or
c) That despite sustained assistance, the referred participating teacher has not been able to complete the elements of the remediation plan involving peer review satisfactorily, and further assistance through the program is not recommended.

31.1.3.5.2.2 A referred participating teacher and the evaluator shall be entitled to review all reports generated by the consulting teacher prior to their submission to the panel and to have affixed thereto their comments. To effectuate this right, the consulting teacher shall provide the referred participating teacher with copies of such reports at least five (5) working days prior to any panel meeting at which the report will be given.

31.1.3.5.2.3 The participating teacher, his/her DTA representative if requested, and the evaluator may be present for the consulting teacher's report to the panel. None of these individuals, however, may be present during the closed and confidential deliberations of the panel. The panel may request additional follow-up information.

31.1.3.5.2.4 The report described in section 31.1.3.5.2 shall be included as part of the referred participating teacher's annual evaluation which is placed in the official personnel file. The evaluator, as the individual officially responsible for the evaluation, retains the right and responsibility to comment on the report in his/her evaluation.

31.1.3.5.2.5 After receiving the reports described in section 31.1.3.5.2, the panel shall recommend in writing to the Board of Education (and provide copies simultaneously to the referred participating teacher, consulting teacher, and evaluator) one of the following:

1. Recommendations regarding review participants (without names); and/or

2. The names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.

31.1.3.6 Consulting teachers shall receive an annual stipend of $3,500.

31.1.4 Mandatory Review and Assistance

31.1.4.1 This program shall provide assistance to permanent teachers who receive a "mandatory review" based on the observations and evaluations of an administrator. The California Standards for the Teaching Profession as provided for in Article X: Evaluation Procedures will serve as the basis for making this determination.

31.1.4.2 Prior to receiving a "mandatory review" referral, the teacher shall be notified that he or she "needs assistance" and a one-year work plan shall be developed by the administrator. The administrator will notify the Review Panel when a teacher has been recommended for assistance so that a consulting teacher can be assigned. The teacher will be encouraged to participate in the assistance program. Administrator evaluations and the work plan will become part of the permanent confidential personnel file for this employee and shall specify how often the administrator will observe and measure improvement. The consulting teacher shall develop an assistance plan; however, the data collected by the consulting teacher at this stage shall not be part of the permanent confidential record. This assistance period is designed to give the teacher time to improve, and to assure that the administrator carefully documents any ongoing concerns about "unsatisfactory" performance prior to making a referral for Mandatory Review.

31.1.4.2.1 The Review Panel monitors the review program for quality assurance and may review voluntary assistance documentation provided by the consulting teacher to evaluate program effectiveness;

31.1.4.2.2 The teacher and his/her Association representative, if desired, shall have an opportunity to appear before the Review Panel as part of the review process along with the administrator making the referral.

31.1.4.2.3 Once a teacher is referred for "mandatory review" all final reports of the consulting teacher become part of the permanent confidential personnel file.

31.1.4.2.4 At the close of the one-year mandatory review period, the panel shall review all documentation and make a recommendation to the Board of Education about the effectiveness of the assistance program, the status of the teacher's improvement, and any need for continued participation.

31.1.5 Budget

31.1.5.1 The purpose of the Review Panel and the Assistance Council is to seek the opportunities presented and resources provided by the California Peer Assistance and Review Program in a manner that best meets the needs and maximizes the professional growth of all permanent teachers in the District.

31.1.5.2 The parties intend to utilize the funds allocated to program review to assist permanent teachers as required by the law, and to provide opportunities for other experienced teachers to the extent that resources allow. The priorities for funding will be as follows: 1) teachers in mandatory referral; 2) teachers referred by administrators as needing assistance; 3) professional development opportunities for permanent teachers.

31.1.5.3 The budget shall be determined annually by the Board of Education in accordance with all established District budget practices. Once established, the Review Panel will allocate the funds based on the provisions of this contract. The Assistance Council will make decisions about how to spend funds allocated to professional development based on goals established by the Board of Education and the Assistance Council.

31.1.5.4 Support and assistance for teachers new to Davis shall be provided through the Beginning Teachers Support and Assistance (BTSA) model and internship programs available to the Davis Joint Unified School District. The PAR program will remain a separate program; however, the personnel in PAR and BTSA programs will collaborate and cooperate as much as possible to ensure coordination and consistency between the two programs.

31.1.5.5 The expenditures for these programs shall not exceed revenues received from funds made available through passage of ABIX, Villagaigosa, 1999) or successor legislation, excluding the allowable administrative cost. Should the funds disappear, the provisions of Article XXXI become null and void.

31.1.6 Rights and Protections

31.1.6.1 Nothing herein shall preclude the Board of Education from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment certificated employees.

31.1.6.2 The Governing Board shall retain all Education Code rights. Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-retention of certificated employees.

31.1.6.3 Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or professional conduct) pursuant to Education Code section 44938.

31.1.6.4 Functions performed pursuant to this article by bargaining unit members shall not constitute either management or supervisory functions as defined in the

EERA (i.e., Government Code section 3540.1, subdivisions (g) and (m). These responsibilities will remain with the administration.

31.1.6.5 The District shall hold harmless the members of the Review Panel and the Consulting Teachers from any liability arising out of their participation in this program as provided in Education Code section 44503, subdivision (c).

31.1.6.6 All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, Review Panel members and Consulting Teachers may disclose such information only as necessary to administer this article and comply with law.

31.1.6.7 A referred participating teacher shall have the right to be represented by the Association in any meeting of the Review Panel to which they are called and shall be given reasonable opportunity to present his/her point of view concerning any report being made.

31.1.6.8 A teacher shall not have access to the grievance process to challenge the contents of reports, Review Panel evaluations or decisions, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program.

31.1.7 Year-to-Year Funding

31.1.7.1 To the extent that funding is made available by the Board of Education under 31.1.5.3, the PAR Council shall determine the appropriate level of pay for the PAR Council members, PAR Panel members, and consulting teachers, not to exceed the amount set forth in this article.

31.1.7.2 Based upon the available funding, the PAR Council will review the priorities set forth in 31.1.5.2 and may make appropriate decisions regarding the priorities, subject to the budget provided through the process set forth in 31.1.5.3 and subject to Education Code requirements.

31.1.7.3 These provisions shall supercede any conflicting provisions in this article.

ARTICLE XXXII: 2003-04 EARLY RETIREMENT INCENTIVE

32.1 The district shall provide a one-time $35,000 payment to eligible employees as an early retirement incentive for the 2003-04 school year only.

32.1.1 Eligibility Requirements

Employees will qualify for this payment if they meet the following criteria:

32.1.1.1 Have attained the age of 55 years of age by December 31, 2003.

32.1.1.2 Have served in the Davis Joint Unified School District in a certificated position for at least 10 years.

32.1.1.3 Retirement from his/her position no later than December 31, 2003.

32.1.1.4 Sign a contract agreeing to complete his/her current assignment through the end of the 2003-04 school year at a rate of $120.00 per day.

32.1.1.5 Sign an agreement acknowledging all the provisions of this article.

32.1.2 Other Provisions:

32.1.2.1 Participants in this program shall continue to receive health and welfare benefits for the duration of the 2003-04 school year at the same level as received prior to his/her retirement.

32.1.2.2 Participants in this program may obtain independent tax and/or financial advice and shall not rely on any representations made by District employees with regard to tax treatment of the payment from the District and shall indemnify and hold the District harmless for nay tax or financial consequences of the participant's independent decision as to how he/she invests the payment under this program.

ARTICLE XXXIII: COMPLETION OF MEET AND NEGOTIATE

33.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiate.

33.2 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

33.3 Any Article that includes specific language for reopening is exempt from the effect of this Article.

DAVIS TEACHERS ASSOCIATION

By_____ Date_____

BOARD OF EDUCATION OF THE DAVIS JOINT UNIFIED SCHOOL DISTRICT

By_____ Date_____

AGREEMENT FOR REDUCED SERVICES
CERTIFICATED PERSONNEL

THIS AGREEMENT is entered into between Davis Joint Unified School District and _____ this _____ day of _____, 20____.

The Davis Joint Unified School District (hereinafter referred to as the "District") and _____ (hereinafter referred to as the "Employee") agree to the following terms and conditions of employment consistent with Sections 44922 and 22724 of the California Education Code and all other applicable Code Sections, Board Policies, and Administrative regulations.

I

It is agreed that the term of the Agreement shall be from _____, 20____, through _____, 20____. The individual employee member will serve a reduced term, equivalent to at least one-half of the school year. This service shall be performed in the following manner:

II

In exchange for the service referenced in the above paragraph, the Employee shall be compensated by the District in the following manner:

A. All benefits provided for as mandatory under the Education Code shall be made available to the Employee.

B. All benefits set forth in Board Policy at the execution of this Agreement shall be available to the Employee. Furthermore, any improvements in benefits consistent with the Education Code provided by the Board during the term of this Agreement shall also become available to the Employee unless he/she is specifically excluded and that exclusion is consistent with law.

C. Retirement credit shall not be earned until the end of the first school term or full school year. Employees who terminate before the end of the school term or the school year will receive retirement credit based on the salary paid in the proportion that relates to the annual salary that would have been paid had the employment continued. Retirement contributions for service not credited because of termination of contract of Agreement, by resignation, death, or retirement will be returned to the Employee and the District.

D. Retirement allowances, family benefits, and disability benefits will be based upon the salary of the Employee that he/she would have received had he or she been fully employed.

E. Eligible members may participate in the program not more than five years.

F. Employees shall be allowed to participate in District-sponsored programs pursuant to Board policies which do not exclude them from participation, e.g., grievance procedure, calendar holidays.

This written agreement commences _____, 20____ and continues until terminated by mutual agreement or by law.

_____ _____

Davis Joint Unified School District Employee

APPENDIX B-1

DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street, Davis, CA 95616 (530) 757-5300
TEACHER SALARY SCHEDULE
2015-2016
(Effective July 1, 2015)

	I	II	III	IV	V	VI
Step	AB	AB+30	AB+45	MA or AB +60	MA+15 or AB+75	MA+30 or AB+90
Emergency Permit	$36,499	$36,499	$38,347	$39,977	$41,676	$43,447
1	$38,050	$41,676	$41,676	$42,176	$43,447	$45,293
2	$38,347	$42,176	$42,176	$43,447	$45,293	$47,218
3	$39,977	$42,676	$43,447	$45,293	$47,218	$49,225
4	$41,676	$43,447	$45,293	$47,218	$49,225	$51,317
5	$43,447	$45,293	$47,218	$49,225	$51,317	$53,498
6	$45,293	$47,218	$49,225	$51,317	$53,498	$55,772
7	$47,218	$49,225	$51,317	$53,498	$55,772	$58,142
8		$51,317	$53,498	$55,772	$58,142	$60,613
9		$53,498	$55,772	$58,142	$60,613	$63,189
10		$55,772	$58,142	$60,613	$63,189	$65,875
11			$58,142	$60,613	$63,189	$65,875
12			$60,613	$63,189	$65,875	$68,675
13			$60,613	$63,189	$65,875	$68,675
14			$63,189	$65,875	$68,675	$71,594
15			$63,189	$65,875	$68,675	$71,594
16			$65,875	$68,675	$71,594	$74,637
17			$65,875	$68,675	$71,594	$74,637
18			$68,675	$71,594	$74,637	$77,809
19			$68,675	$71,594	$74,637	$77,809
20			$71,594	$74,637	$77,809	$81,116
25						$84,563

DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street, Davis, CA 95616 (530) 757-5300
PSYCHOLOGIST/COORDINATOR SALARY SCHEDULE
2015-16
(Effective July 1, 2015)

COLUMN	COLUMN A-MA		COLUMN B MA +15		COLUMN C MA +30		COLUMN D MA +45	
Step	194 days	199 days	194 days	199 days	194 days	199 days	194 days	199 days
1	$52,939	$54,303	$55,189	$56,611	$57,535	$59,018	$59,980	$61,526
2	$55,189	$56,611	$57,535	$59,017	$59,980	$61,526	$62,529	$64,141
3	$57,535	$59,017	$59,980	$61,525	$62,529	$64,141	$65,186	$66,867
4	$59,980	$61,525	$62,529	$64,140	$64,961	$66,866	$67,956	$69,709
5	$65,186	$66,865	$67,957	$69,707	$70,845	$72,670	$73,855	$75,760
6	$70,844	$72,669	$73,856	$75,758	$76,995	$78,978	$80,266	$82,336
7	$73,855	$75,757	$76,995	$78,978	$80,267	$82,335	$83,677	$85,835
8	$80,266	$82,333	$83,678	$85,833	$87,234	$89,481	$90,940	$93,285

DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street, Davis, CA 95616 (530) 757-5300
DAVIS PARENT NURSERY TEACHER SALARY SCHEDULE
2015-16
(Effective July 1, 2015)

COLUMN	COLUMN I	COLUMN II	COLUMN III
Step	AB	AB +30	AB +45
1	$29,063	$31,751	$34,439
2	$31,751	$34,439	$37,128
3	$34,439	$37,128	$39,817
4	$37,128	$39,817	$42,502
5	$39,817	$42,502	$45,192
6	$42,502	$45,192	$47,881
7	$45,192	$47,881	$50,569
8	$47,881	$50,569	$53,256

DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street, Davis, CA 95616 (530) 757-5300
STATE PRESCHOOL TEACHER SALARY SCHEDULE
2015-16
(Effective July 1, 2015)

COLUMN		COLUMN I	COLUMN II	COLUMN III	COLUMN IV
Step		60 UNIT	AB Degree	AB + 15 Units	AB + 30 Units
1	Annual	$25,322	$26,685	$28,048	$29,413
2	Annual	$26,685	$28,048	$29,413	$30,779
3	Annual	$28,048	$29,413	$30,779	$32,142
4	Annual	$29,413	$30,779	$32,142	$33,505
5	Annual	$30,779	$32,142	$33,505	$34,869
6	Annual	$32,142	$33,505	$34,869	$36,233
7	Annual	$33,505	$34,869	$36,233	$37,599

191 Days

DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street, Davis, CA 95616 (530) 757-5300
SOCIAL WORKER/COUNSELOR SALARY SCHEDULE
2015-16
(Effective July 1, 2015)

194 Days

COLUMN	I	II	III	IV	V	VI
Step	AB	AB+30	AB+45	MA or AB +60	MA+15 or AB+75	MA+30 or AB+90
1	$40,118	$43,941	$43,941	$44,468	$45,808	$47,755
2	$40,431	$44,468	$44,468	$45,808	$47,755	$49,784
3	$42,150	$44,995	$45,808	$47,755	$49,784	$51,900
4	$43,941	$45,808	$47,755	$49,784	$51,900	$54,106
5	$45,808	$47,755	$49,784	$51,900	$54,106	$56,406
6	$47,755	$49,784	$51,900	$54,106	$56,406	$58,803
7	$49,784	$51,900	$54,106	$56,406	$58,803	$61,302
8		$54,106	$56,406	$58,803	$61,302	$63,907
9		$56,406	$58,803	$61,302	$63,907	$66,623
10		$58,803	$61,302	$63,907	$66,623	$69,455
11			$61,302	$63,907	$66,623	$69,455
12			$63,907	$66,623	$69,455	$72,407
13			$63,907	$66,623	$69,455	$72,407
14			$66,623	$69,455	$72,407	$75,485
15			$66,623	$69,455	$72,407	$75,485
16			$69,455	$72,407	$75,485	$78,693
17			$69,455	$72,407	$75,485	$78,693
18			$72,407	$75,485	$78,693	$82,038
19			$72,407	$75,485	$78,693	$82,038
20			$75,485	$78,693	$82,038	$85,524
25						$89,159

DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street, Davis, CA 95616 (530) 757-5300
NURSES SALARY SCHEDULE
2015-16
(Effective July 1, 2015)

189 Days

COLUMN	I	II	III	IV	V	VI
Step	AB	AB+30	AB+45	MA or AB +60	MA+15 or AB+75	MA+30 or AB+90
Emergency Permit	$37,491	$37,491	$39,389	$41,063	$42,809	$44,628
1	$39,084	$42,809	$42,809	$43,322	$44,628	$46,524
2	$39,389	$43,322	$43,322	$44,628	$46,524	$48,501
3	$41,063	$43,836	$44,628	$46,524	$48,501	$50,563
4	$42,809	$44,628	$46,524	$48,501	$50,563	$52,711
5	$44,628	$46,524	$48,501	$50,563	$52,711	$54,952
6	$46,524	$48,501	$50,563	$52,711	$54,952	$57,288
7	$48,501	$50,563	$52,711	$54,952	$57,288	$59,722
8		$52,711	$54,952	$57,288	$59,722	$62,260
9		$54,952	$57,288	$59,722	$62,260	$64,906
10		$57,288	$59,722	$62,260	$64,906	$67,665
11			$59,722	$62,260	$64,906	$67,665
12			$62,260	$64,906	$67,665	$70,541
13			$62,260	$64,906	$67,665	$70,541
14			$64,906	$67,665	$70,541	$73,539
15			$64,906	$67,665	$70,541	$73,539
16			$67,665	$70,541	$73,539	$76,665
17			$67,665	$70,541	$73,539	$76,665
18			$70,541	$73,539	$76,665	$79,923
19			$70,541	$73,539	$76,665	$79,923
20			$73,539	$76,665	$79,923	$83,320
25						$86,861

DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street, Davis, CA 95616 (530) 757-5300
HEAD COUNSELOR SALARY SCHEDULE
2015-16
(Effective July 1, 2015)

197 Days

COLUMN	I	II	III	IV	V	VI
Step	AB	AB+30	AB+45	MA or AB +60	MA+15 or AB+75	MA+30 or AB+90
Emergency Permit						
1	$40,738	$44,621	$44,621	$45,156	$46,517	$48,493
2	$41,056	$45,156	$45,156	$46,517	$48,493	$50,554
3	$42,801	$45,691	$46,517	$48,493	$50,554	$52,703
4	$44,621	$46,517	$48,493	$50,554	$52,703	$54,943
5	$46,517	$48,493	$50,554	$52,703	$54,943	$57,278
6	$48,493	$50,554	$52,703	$54,943	$57,278	$59,712
7	$50,554	$52,703	$54,943	$57,278	$59,712	$62,250
8		$54,943	$57,278	$59,712	$62,250	$64,895
9		$57,278	$59,712	$62,250	$64,895	$67,653
10		$59,712	$62,250	$64,895	$67,653	$70,529
11			$62,250	$64,895	$67,653	$70,529
12			$64,895	$67,653	$70,529	$73,527
13			$64,895	$67,653	$70,529	$73,527
14			$67,653	$70,529	$73,527	$76,652
15			$67,653	$70,529	$73,527	$76,652
16			$70,529	$73,527	$76,652	$79,910
17			$70,529	$73,527	$76,652	$79,910
18			$73,527	$76,652	$79,910	$83,306
19			$73,527	$76,652	$79,910	$83,306
20			$76,652	$79,910	$83,306	$86,847
25						$90,538

DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street, Davis, CA 95616 (530) 757-5300
HEAD COUNSELOR SALARY SCHEDULE
2015-16
(Effective July 1, 2015)

202 Days

COLUMN	I	II	III	IV	V	VI
Step	AB	AB+30	AB+45	MA or AB +60	MA+15 or AB+75	MA+30 or AB+90
Emergency Permit						
1	$41,772	$45,753	$45,753	$46,302	$47,697	$49,724
2	$42,098	$46,302	$46,302	$47,697	$49,724	$51,837
3	$43,888	$46,851	$47,697	$49,724	$51,837	$54,040
4	$45,753	$47,697	$49,724	$51,837	$54,040	$56,337
5	$47,697	$49,724	$51,837	$54,040	$56,337	$58,732
6	$49,724	$51,837	$54,040	$56,337	$58,732	$61,228
7	$51,837	$54,040	$56,337	$58,732	$61,228	$63,830
8		$56,337	$58,732	$61,228	$63,830	$66,543
9		$58,732	$61,228	$63,830	$66,543	$69,371
10		$61,228	$63,830	$66,543	$69,371	$72,319
11			$63,830	$66,543	$69,371	$72,319
12			$66,543	$69,371	$72,319	$75,393
13			$66,543	$69,371	$72,319	$75,393
14			$69,371	$72,319	$75,393	$78,598
15			$69,371	$72,319	$75,393	$78,598
16			$72,319	$75,393	$78,598	$81,938
17			$72,319	$75,393	$78,598	$81,938
18			$75,393	$78,598	$81,938	$85,421
19			$75,393	$78,598	$81,938	$85,421
20			$78,598	$81,938	$85,421	$89,051
25						$92,835

Effective January 1, 2008, all eligible full-time bargaining unit members shall receive employee benefits of up to $5,900 for employee only, $9,800 for employee plus one and $11,900 for family. When two spouses are employed by the District, benefit funds are available to both the wife and the husband to cover all health benefit premiums in the same manner as provided all other employees. Benefits will be available to domestic partners (registered with the Secretary of State) in the same manner as to married couples. Employees employed half-time or more, but less than full-time, shall receive a proration equal to their assignment.

Initial placement of non-management certificated staff shall not be beyond step 11 of any column of the salary schedule. A maximum of ten (10) years credit will be given for prior teaching experience. A year for the purpose of this section shall be defined as seventy-five percent (75%) of the school calendar year of the Davis Joint Unified School District.

Column placement shall be based upon semester units verified by official transcripts. Contracts shall not be effective until complete transcripts have been received. It shall be the responsibility of the employee to provide official transcripts and written verification of previous experience to the Human Resources Department.

A staff member is required to notify the Human Resources Department in writing of the intention to qualify for horizontal movement on the salary schedule prior to July 1 of the school year for which advancement is desired. An employee who qualifies for horizontal advancement on the salary schedule shall be advanced to the appropriate column and shall then be advanced one vertical step pursuant to the policy for vertical movement.

The District shall approve all college and university units before being credited for horizontal movement. The criteria for approval shall include the relevance of the courses to the teacher's major and/or minor fields of study and the relevance of the courses to the needs of the District as those needs pertain to the employee's job description or future assignment in the District. Course work must be completed before the start of the school year for which horizontal advancement has been requested and official transcripts from colleges or universities must be received in Human Resources by October 1.

Quarter units shall be converted to semester units on the basis of three (3) quarter units equaling two (2) semester units.

Vertical movement shall occur based upon a satisfactory evaluation pursuant to Contract ARTICLE X: EVALUATION.

A bonus of $1,500/year (maximum) per 1.0 FTE shall be paid in monthly increments to holders of doctorates from accredited institutions.

Substitute Teachers/Adult Education Teachers (effective 07/01/08)

Substitute Teachers - $95.00 per day for emergency credentialed and $107.00 per day for credentialed substitutes; after ten consecutive days in the same classroom - $10.00 extra per day; after twenty consecutive days normal placement on the certificated salary schedule, retroactive to first day in the classroom. Additional $5.00 will be added when substitute completes Substitute Training through YCOE and provides verification of completion. Compensation increases effective date is when submitted to HR office.

Adult Education Teachers - $25.92 per hour.

DAVIS SCHOOL FOR INDEPENDENT STUDY
Layoff Provisions

Due to the uncertainty associated with attendance in the Davis School for Independent Study including the potential transiency of the student population, the following due process/layoff provision for Davis School for Independent Study teachers shall be implemented.

The District shall determine the necessity of the Layoff for Lack of Funds by a Resolution of the Governing Board which states the facts supporting the Layoff; the required reductions in FTE or hours of FTE; and sets out a procedure where the more senior qualified employees will be retained. Davis School for Independent Study teachers who are employed pursuant to the special classifications of Education Code 45028 may not displace teachers in other classifications with less seniority unless the teacher earned tenure in another classification and transferred to the Davis School for Independent Study.

The authorizing resolution shall give the employee the right to a hearing before the Human Resources Officer of the District or his or her Designee to determine whether the procedural aspects of the Layoff have been met. In the event of procedural error, the sole remedy for the Davis School for Independent Study teacher will be reinstatement.

APPENDIX D

LETTER OF UNDERSTANDING
DTA Meeting Days

The District and the Association acknowledge that traditionally Tuesdays, after the regular school day, have been reserved for DTA meetings. The District will place the regularly scheduled DTA meetings on the District calendar and will, whenever possible, schedule meetings on days other than Tuesday. The Association recognizes that circumstances sometimes require that District meetings be scheduled on Tuesdays and understands that the District may do so.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

STIPEND RATES 2006-09

CLASS I $4,298.00

- Athletic director (double); head varsity coaches in football, basketball, track, cross-country, wrestling, baseball, softball, soccer, tennis, field hockey, water polo, and volleyball; high school drama director (school-wide production); senior high school band director; jazz choir choreographer; and senior high and annual advisor.

CLASS II $2,957.00

- Head varsity coaches in skiing, swimming, gymnastics, diving, badminton; assistant Class I varsity coaches; junior varsity coaches in baseball, basketball, football, field hockey, soccer, softball and volleyball; athletic trainer (triple), cheerleader coach (double); assistant field hockey and assistant cross country coaches; gymnastics; head sophomore coaches, and high school music director (school-wide) productions).

CLASS III $1,614.00

- Assistant Class II varsity coaches; assistant sophomore coaches; frosh coaches and assistant frosh coaches; varsity golf coach; academic decathlon and debate coaches; student newspaper advisor; and junior high music and drama coaches.

CLASS IV

- Staff Development Trainers $23.16 per hour
- Curriculum Writers $16.60 per hour
- Training Recipient $12.39 per hour

MISCELLANEOUS

- Department Chairperson (secondary schools only)
  $216.50/FTE within the department to a maximum of $1,082.50 (annual stipend paid in May).

- Outdoor Education Camp
  Beginning with the 2005-2006 school year, $584.00 prorated on the basis of the number of days served with five days as the requirement for the complete stipend ($116.80/day).

- College Letters of Recommendation (high school only)
  $107.00 or release day (as described in Article 13.2.7)

DAVIS JOINT UNIFIED SCHOOL DISTRICT
School Year Calendar
2014-2015

July				
	1	2	3	☼4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

August				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	❖22
✎25	✎26	☞27	28	29

September				
☼1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November				
3	4	5	6	7
✎10	☼11	12	13	14
17	18	19	20	21
24	25	26	☼27	◊28

December				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
◊22	◊23	◊24	☼25	◊26
29	30	31		

January				
			☼1	2
✎5	6	7	8	9
12	13	14	15	16
☼19	20	21	22	23
✎26	27	28	29	30

February				
2	3	4	5	6
◊9	10	11	12	13
☼16	17	18	19	20
23	24	25	26	27

March				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
☼25	26	27	28	29

June				
1	2	3	4	5
8	9	10	✷11	✎12
15	16	17	18	19
22	23	24	25	26
29	30			

❖- New Teacher Work Day **☞- School Begins**
✎- Teacher Work Day **☼- Legal Holiday**
- Classified Work Day **◊- Local Holiday** **✷- Last day of School**
(School Holiday) **§ - Semester**

Elementary Teacher Work Day: Monday, November 10, 2014 (No school for Elementary students)
High School Teacher Work Day: Monday, January 5, 2015 (No school for Secondary students grades 10-12 DSIS, DSHS, DVHS, KING, Fall Semester ends on December 19, 2014**)**
Junior High School Teacher Work Day: Monday, January 26, 2015 (No school for Secondary students grades 7-9 Emerson, Harper, Holmes, DVJHS, Fall semester ends on January 23, 2015**)**
Board Approved School Calendar: 4/17/14

DAVIS JOINT UNIFIED SCHOOL DISTRICT
School Year Calendar
2015-2016

July				
		1	2	☼3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

August				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	❖21
✎24	✎25	☞26	27	28
31				

September				
	1	2	3	4
☼7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

November				
2	3	4	5	6
✎9	10	☼11	12	13
16	17	18	19	20
23	24	25	☼26	◊27
30				

December				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
◊21	◊22	◊23	◊24	☼25
28	29	30	31	

January				
				☼1
✎4	5	6	7	8
11	12	13	14	15
☼18	19	20	21	22
✎25	26	27	28	29

February				
1	2	3	4	5
◊8	9	10	11	12
☼15	16	17	18	19
22	23	24	25	26
29				

March				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

April				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

May				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
☼30	31			

June				
		1	2	3
6	7	8	✷9	✎10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

❖- New Teacher Work Day
✎- Teacher Work Day
- Classified Work Day (School Holiday)
☞- School Begins
☼- Legal Holiday
◊- Local Holiday
§ - Semester
✷- Last day of School

Elementary Teacher Work Day: Monday, November 9, 2015 (No school for Elementary students)
High School Teacher Work Day: Monday, January 4, 2016 (No school for Secondary students grades 10-12 DSHS, DVHS, King)
Junior High School Teacher Work Day: Monday, January 25, 2016 (No school for Secondary students grades 7-9 Emerson, Harper, Holmes, DVJHS, DSIS will be all grades**)**
Board Approved School Calendar: 4/17/14

DAVIS JOINT UNIFIED SCHOOL DISTRICT
School Year Calendar
2016-2017

July				
				1
☼ 4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	❖19
✐22	✐23	☞24	25	26
29	30	31		

September				
			1	2
☼5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

November				
	1	2	3	4
7	8	9	10	☼11
14	15	16	17	18
21	22	23	☼24	◊25
28	29	30		

December				
			1	2
5	6	7	8	9
12	13	14	15	16
◊19	◊20	◊21	◊22	◊23
☼ 26	27	28	29	30

January				
☼2	3	4	5	6
9	10	11	12	13
☼16	17	18	19	20
23	24	25	26	27
30	31			

February				
		1	2	3
6	7	8	9	10
13	14	15	16	17
☼20	21	22	23	24
27	28			

March				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
☼29	30	31		

June				
			1	2
5	6	7	✷8	✐9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

❖- New Teacher Work Day ☞- School Begins
✐- Teacher Work Day ☼- Legal Holiday
- Classified Work Day (School Holiday) ◊- Local Holiday ✷- Last day of School
§ - Semester

****Elementary and Secondary Teacher Work Day to be determined. As a result when you count the total number of days is 181****

Board Approved School Calendar: 4/17/14

DAVIS JOINT UNIFIED SCHOOL DISTRICT
TEACHER EVALUATION – Formal Evaluation Cycle

Status: ☐ **Temporary** ☐ **Probationary 1** ☐ **Probationary 2** ☐ **Permanent**

Teacher's Name: _____ Date of Employment _____

School: _____ Grade/Subject: _____

Supervisor: _____

For each two-year evaluation cycle the administrator and the permanent teacher will select two of the California teaching standards as the focus for this evaluation. The principal may select one of the two standards. Each first-year probationary and temporary teacher will focus on CSTP I, II, and III. Each second-year probationary and temporary teacher will focus on CSTP IV, V, and VI as stated above. For each temporary teacher with two or more years of District experience the teacher and the evaluator will choose two standards as a specific focus. The evaluator may select one of the standards. For temporary teachers having two or more years of satisfactory evaluations at least one of the two standards will be new each cycle.

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

1.1 Using knowledge of students to engage them in learning
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
1.3 Connecting subject matter to meaningful, real-life contexts
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
1.5 Promoting critical thinking through inquiry, problem solving, and reflection
1.6 Monitoring student learning and adjusting instruction while teaching

Overall assessment of progress toward this standard: □ Meets Standards □ Approaches Standards □ Does not meet standards

Comments:

_____

II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARING

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
2.5 Developing, communicating, and maintaining high standards for individual and group behavior
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
2.7 Using instructional time to optimize learning

Overall assessment of progress toward this standard: □ Meets Standards □ Approaches Standards □ Does not meet standards

Comments:

_____

III. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of content
3.3 Organizing curriculum to facilitate student understanding of the subject matter
3.4 Utilizing instructional strategies that are appropriate to the subject matter
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject mater accessible to all students
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Overall assessment of progress toward this standard: □ Meets Standards □ Approaches Standards □ Does not meet standards

Comments:

_____

IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
4.2 Establishing and articulating goals for student learning
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Overall assessment of progress toward this standard: □ Meets Standards □ Approaches Standards □ Does not meet standards

Comments:

_____

V. ASSESSING STUDENT LEARNING

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
5.3 Reviewing data, both individually and with colleagues, to monitor student learning
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
5.5 Involving all students in self-assessment, goal setting, and monitoring progress
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Overall assessment of progress toward this standard: □ Meets Standards □ Approaches Standards □ Does not meet standards

Comments:

_____

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR

6.1 Reflecting on teaching practice in support of student learning
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
6.4 Working with families to support student learning
6.5 Engaging local communities in support of the instructional program
6.6 Managing professional responsibilities to maintain motivation and commitment to all students
6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Overall assessment of progress toward this standard: □ Meets Standards □ Approaches Standards □ Does not meet standards

Comments:

_____

Evaluator's Summary Comments:

Overall assessment of progress toward standards:

□ Standards Successfully Met

□ Approaches Standards: (A one year administrative work plan may be developed and attached to this evaluation in the personnel file.)

□ Standards Not Met: **Permanent Employees Only** (A one year administrative work plan will be developed and attached to this evaluation in the personnel file.)

PAR referral (check one if Standards Not Met):

□ Voluntary Assistance Recommended

□ Mandatory Review Required

NEXT EVALUATION CYCLE WILL BE DURING THE _____ - _____ SCHOOL YEAR.

_____ _____

Administrator Signature *Teacher Signature*

Teacher Comments:

_____ _____

Signature of Staff Member Date

(The staff member's signature does not necessarily indicate agreement with the evaluator's statement but simply indicates that he/she has read it.)

_____ _____

Other Participant, if any Date

_____ _____

Signature of Evaluator Date

(The certificated employee shall have the right to initiate a written reaction or response to the evaluation.) (Education Code Section 44663)

This completed evaluation form is due to the Human Resources office the prior to April 30.

Original to Employee
Copy to Evaluator
Copy to Human Resources office for placement in employee's personnel file

Davis Joint Unified School District
COUNSELOR EVALUATION FORM

Name _____ Temporary ☐

Principal/Evaluator _____ Probationary Year: ☐ 1st ☐ 2nd

Date _____ Permanent ☐

Site _____

A. Professional Skills	**E**	**M**	**N**
1. Establishes effective rapport with students			
2. Works effectively with teachers			
3. Works effectively with parents			
4. Works effectively with administrators			
5. Maintains adequate records			
6. Accepts special counseling			
7. Utilizes a variety of counseling techniques and strategies			
8. Aware of community resources for referral purposes			
9. Participates in school activities			

B. Professional Qualities	**E**	**M**	**N**
1. Professional ethics			
2. Use of professional services			
3. Acceptance of assignment			
4. Support of established policies			
5. Support of school activities			
6. Provides positive role model			
7. Continued professional development (list below)			

Explanation of Marks: E – Exceeds district standards; M- Meets standards; N- Needs Improvement

C. ADDITIONAL GOALS: _____

_____

_____

EVALUATION SUMMARY

☐ Exceeds District and professional standards

☐ Meets District standards

☐ Needs improvement to meet District standards. (Suggestions for improvement are attached). November 2009

_____

SIGNATURES

The staff member's signature does not necessarily indicate agreement with the evaluator's statement but simply indicates that he/she has read it.

The certificated employee shall have the right to initiate a written reaction or response to the evaluation. (Education Code Section 44663)

_____
Staff Member

_____
Evaluator

_____
Date

This completed evaluation form is due to the Human Resources office prior to February 15 for Probationary 2 placement employees, and prior to April 30 for Temporary, Probationary 1, and Permanent employees.

Original to Employee
Copy to Evaluator
Copy to Human Resources office for in the employee's personnel file

Davis Joint Unified School District
LIBRARIAN EVALUATION FORM

Name _____ Temporary ☐

Principal/Evaluator _____ Probationary Year: ☐ 1st ☐ 2nd

Date _____ Permanent ☐

Site _____

The evaluation of bargaining unit members shall be based upon the individual's performance in implementing and carrying out: District, School, Grade-level, Departmental, Program Goals and/or Objectives; Teacher Goals and/or Objectives for Student and Subject Matter, Individual Goals, and Objectives in Professional Growth and Instructional Proficiency; Maintaining proper control and the preservation of a suitable learning Environment; other duties normally required to be performed by teachers as an adjunct to their regular assignment(s) and as stated in the Job Description.

Professional Duties and Responsibilities	**Meets Dist. Standards**	**Recommend Changes**	**Does Not Meet District Standards**	**N/A**
1. Library Administration				
a. Strives to maintain a well-balanced collection				
b. Selects, orders, and processes books, periodicals, documents, and other materials for the library collection in cooperation with the staff.				
c. Implements planning and purchasing to reflect new curricular directions.				
d. Orders, processes, issues, and maintains the textbook collection, (secondary).				
e. Assists the principal in analyzing and planning for the future needs of the school library.				
f. Maintains an accurate catalog to the collection.				
g. Keeps required records and makes required reports.				
h. Supervises clerical and student library assistants in library practice, and plans the daily work schedule of clerical and student library assistants.				
2. Direct Services to Students and Staff				
a. Instructs staff in the use of the card catalog, indexes, reference tools, and the use of media and related audio-visual equipment.				
b. Assists the staff in the instructional improvement program through more efficient utilization of available library resources.				
c. Prepares special and selected bibliographies upon request.				
d. Informs the staff of new materials received by the library.				

3. Warehousing Support	**Meets Dist. Standards**	**Recommend Changes**	**Does Not Meet District Standards**	**N/A**
a. Supervises the circulating, inventorying, shelving and storing of library materials.				
b. Supervises pupils in the reading room.				
c. Selects books to be sent to the bindery and removes from the library collection worn out or obsolete materials.				
d. Supervises the circulation, inventory and storing of textbooks.				
4. Instructing				
a. Plans and teaches lessons with goals and objectives consistent with District prescribed curriculum.				
b. Plans and teaches lessons which include activities to meet individual and group needs including students with special needs.				
c. Uses direct instruction techniques				
(1) Teaches to successful achievement of curricular objectives.				
(2) Provides frequent feedback to student as student progresses toward objectives.				
(3) Elicits feedback from student and modified lessons as needed.				
(4) Uses appropriate reinforcement to promote student participation.				
d. Demonstrates appropriate knowledge of subject matter.				
e. Gives directions clearly.				
f. Phrases questions so that students respond appropriately				
g. Uses strategies which develop higher levels of thinking.				
h. Paces activities within a lesson according to needs of students.				
i. Provides for appropriate guided practice of skills taught in a lesson.				
j. Provides for appropriate independent practice and application of curriculum content in a lesson.				
k. Involves students as active participants in the teacher/learning process.				
5. Library Management				
a. Shows respect for students.				
b. Encourages students to demonstrate respect for others.				
c. Provides an environment that is conducive to the students remaining on task.				

Library Management (continued)	**Meets Dist. Standards**	**Recommend Changes**	**Does Not Meet District Standards**	**N/A**
d. Demonstrates consistency when dealing with behavior problems.				
e. Demonstrates positive verbal and non-verbal influence on students.				
f. Develops and uses appropriate types of behavior management techniques for students, including those needing special assistance.				
g. Provides the individual with activities to develop positive attitudes, appreciation, and values toward the school and subject areas being taught.				
h. Initiates class activities promptly; uses class time efficiently and productively.				
i. Maintains neat, attractive instructional areas.				
j. Assesses student performance appropriate to district prescribed curriculum and standards.				
6. Professional Growth				
a. Participates in professional growth activities appropriate to assignment.				
b. Participates in and implements new programs and/or curriculum.				
7. Communication				
a. Listens to and considers the suggestions of staff.				
b. Shares ideas and resources with others.				
8. School Relationships and Responsibilities				
a. Cooperates in routine school matters.				
b. Carries out assigned responsibilities which include scheduled duties, attendance at teachers' meetings and other assigned meetings.				
c. Carries out assigned responsibilities which include lesson plans, report cards and any other school related business.				
d. Contributes to program planning.				
e. Participates in special school activities.				
f. Seeks and tries new ideas and methods.				
g. Demonstrates appropriate accountability for District equipment and material.				

Evaluation Summary

☐ Exceeds District and professional standards

☐ Meets District standards

☐ Needs Improvement to meet District standards

SIGNATURES

The staff member's signature does not necessarily indicate agreement with the evaluator's statement but simply indicates that he/she has read it.

The certificated employee shall have the right to initiate a written reaction or response to the evaluation. (Education Code Section 44663)

Staff Member

Evaluator

Date

This completed evaluation form is due to the Human Resources office prior to February 15 for Probationary 2 employees, and prior to April 30 for Temporary, Probationary 1, and Permanent employees.

Original to Employee
Copy to Evaluator
Copy to Human Resources office for placement in the employees personnel file.

Davis Joint Unified School District
NURSE EVALUATION FORM

Name _____ Temporary □

Principal/Evaluator _____ Probationary Year: □ 1st □ 2nd

Date _____ Permanent □

Site _____

1. PROGRAM MANAGEMENT	**Meets Dist. Standards**	**Recommend Changes**	**Does Not Meet District Standards**	**N/A**
a. Consults with Director of Pupil Services, school principals and other school nurses to establish, review, and revise policy and procedures for the health services program.				
b. Determines training of paraprofessionals and amount and type of supervision that will be needed.				
c. Arranges inservice programs for school personnel regarding current health issues and first aid as needed.				
d. Establishes processes to identify students at risk for physical and psychosocial problems and communicates health needs to appropriate school personnel.				
e. Conducts necessary follow-up of health needs of pupils.				
f. Completes mandated screening programs in assigned schools.				
g. Cooperates with community health planning services in considering health needs of the school.				
h. Acts as a resource person for health education.				
i. Conducts a program directed toward the control of communicable diseases in the school.				
j. Assists in identification of safety and health hazards on school sites.				
k. Maintains a health record for each pupil.				
l. Prepares and distributes health topic bulletins to parents and staff.				
NURSING				
a. Respects confidences				
b. Provides health counseling.				
c. Makes appropriate referrals for physical illnesses, defects, and potential health problems.				

NURSING (continued)	Meets Dist. Standards	Recommend Changes	Does Not Meet District Standards	N/A
d. Structures each student encounter to provide a learning opportunity for decision-making skills in self-care				
3. Informs school personnel about adaptations required by students to meet their health needs.				
STAFF RELATIONSHIPS				
a. Maintains a professional working relationship with other school nurses and school staff.				
b. Participates in or contributes to Child Study Teams and Individual Educational Plans when there are health related problems.				
PROFESSIONAL DEVELOPMENT				
a. Participates in continuing education programs to increase understanding.				
b. Assumes professional responsibility by maintaining membership in one or more professional organizations.				
COMMUNITY RELATIONSHIPS				
a. Recognizes current social and political issues that influence the nature of school and community health.				
b. Influences appropriate individuals and groups regarding school and community health needs.				
c. Interprets school health services, needs, and role of the school nurse to the school and the community.				

PROFESSIONAL GROWTH

Goal(s):_____

_____

_____

SIGNATURES

The staff member's signature does not necessarily indicate agreement with the evaluator's statement but simply indicates that he/she has read it.

The certificated employee shall have the right to initiate a written reaction or response to the evaluation. (Education Code Section 44663)

_____

Staff Member

_____

Evaluator

_____

Date

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Davis Joint Unified School District
PSYCHOLOGIST EVALUATION FORM

Name _____ Temporary □

Principal/Evaluator _____ Probationary Year: □ 1st □ 2nd

Date _____ Permanent □

Site _____

1. ASSESSMENT	**Meets Dist. Standards**	**Recommend Changes**	**Does Not Meet District Standards**	**N/A**
a. Serves as a member of the Child Study Team and the Individual Educational Program Committee.				
b. Assists in reviewing referrals and contributes to Child Study Team evaluations and assessments.				
c. Assists in developing regular education program modifications.				
d. Evaluates students using psychological instruments as appropriate.				
e. Contributes to the diagnosis of a student's learning needs by gathering input from other professionals and parents.				
f. Writes psychological reports.				
g. Participates in the development of individual education plans for students.				
h. Re-evaluates students periodically to reassess needs and take recommendations.				
2. COUNSELING AND CONSULTATION WITH PARENTS, STAFF, STUDENTS AND AGENCIES ASSESSMENT				
a. Participates in professional growth activities appropriate to assignment.				
b. Listens to and considers suggestions of staff.				
c. Shares ideas and resources with others.				
d. Facilitates referrals to outside agencies.				
3. PROFESSIONAL QUALITIES				
a. Participates in professional growth activities appropriate to assignment.				
b. Listens to and considers suggestions of staff.				

PROFESSIONAL QUALITIES (continued)	Meets Dist. Standards	Recommend Changes	Does Not meet District Standards	N/A
c. Shares ideas and resources with others.				
d. Cooperates in routine matters.				
e. Contributes to school level program planning as appropriate.				
f. Seeks and tries new ideas and methods.				
g. Follows special education guidelines and procedures.				
h. Carries out assigned responsibilities in an ethical manner.				

PROFESSIONAL GROWTH

Goal(s):_____

_____

_____

_____

SIGNATURES

The staff member's signature does not necessarily indicate agreement with the evaluator's statement but simply indicates that he/she has read it.

The certificated employee shall have the right to initiate a written reaction or response to the evaluation. (Education Code Section 44663)

_____
Staff Member

_____
Evaluator

_____
Date

This completed evaluation form is due to the Human Resources office prior to February 15 for Probationary 2 employees, and prior to April 30 for Temporary, Probationary 1, and Permanent employees.

Original to Employee
Copy to Evaluator
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Davis Joint Unified School District
ATHLETIC TEAM COACH EVALUATION

Name _____

Principal/Evaluator _____

Date _____

Site _____

Instructions: Put a check in column A, B, or C to the right of each statement below which best describes the coaches performance.	**A** **Meets District Standards**	**B** **Does Not Meet District Standards**	**C** **Not Observed**
1. KNOWLEDGE AND COMPETENCE			
a. Demonstrates an understanding of the care and prevention of athletic injuries.			
b. Demonstrates appropriate coaching techniques.			
c. Demonstrates an understanding of adolescent psychology as it relates to sports participation.			
d. Demonstrates knowledge of the theory, rules, regulations and skills pertaining to the sport.			
2. ETHICAL CONDUCT			
a. Conducts oneself ethically as a member of the coaching profession.			
b. Establishes player safety and welfare as the highest priority.			
c. Provides proper supervision of students at all times.			
d. Uses discretion when providing constructive criticism and when reprimanding players.			
e. Maintains consistency in requiring all players to adhere to the established rules and standards of the game.			
f. Properly instructs players in the safe use of equipment.			
g. Avoids exerting undue influence on a pupil's decision to enroll in an athletic program.			
h. Avoids exerting undue influence on pupils to take lighter academic course(s) in order to be eligible to participate in athletics.			
i. Avoids suggesting, providing or encouraging any athlete to use non-prescriptive drugs, anabolic steroids, or any substance to increase physical development or performance.			

ETHICAL CONDUCT (continued)	A Meets District Standards	B Does Not Meet District Standards	C Not Observed
j. Follows the rules of behavior and procedures for crowd control as established by the Board of Education, the school, and the league in which the District participates.			
k. Understands and abides by all applicable athletic department, school, league and CIF regulations and policies.			
l. Overall evaluation.			

Comments:_____

_____

_____

_____

SIGNATURES

_____
Coach

_____
Evaluator

_____
Date

Original to Employee
Copy to Evaluator
Copy to Human Resources office for placement in the employee's personnel file

It is understood that in signing the evaluation report the coach acknowledges having seen the report. The coach's signature does not necessarily imply agreement with the conclusions of the supervisor.

Master Schedule 2002-2003
Important Considerations
Straw Design

DTA Negotiations 3-15-02

The overriding goal is that students have classes they need for graduation and preparation for college; therefore primary consideration should be given to staff the core classes in the content areas of English, Mathematics, Social Studies, and Science at 32 to 1. Using this ratio, the staff can then begin to analyze the costs of electives and low-enrolled classes. The following priority assumptions were identified by the negotiating team:

- Core scheduled at 32 in Spring runs
  - Core – Defined
    - Social Studies
    - Math
    - English
    - Science

- Foreign language scheduled at 34 across department (These courses are taken in sequence and have roll-over effects on the numbers.)

- Other classes including electives within the above core areas can be scheduled at 36 and analyzed carefully to determine priority for dropping classes.

- No more than 160 students per teacher (Departments consider "high enrolled" and 20:1 when assigning courses). Music, P.E., Typing, Driver's Education are not within the limit.

- Each department documents problems with above assumptions and makes a department recommendation regarding adds, drops, and alternate year offerings.

Long-term Data Collection

The goal is to collect data in central places over time so that we develop a history of problems and issues that create imbalances.

- Reduce course offerings of 245 classes at Davis Senior High by offering in alternate semesters and alternate years.

- Track averages for electives over the year to determine cost effectiveness and to allow for mid-year changes.

- Counselors, Department Chair, and Principal keep a record of snapshots or significant events/decisions that affect the schedule.

- Identify problem credential areas and start a plan for reducing immediately.

- Be able to talk with Board of Education about real cost of programs.

Master Schedule 2002-2003
Problem with High-Enrolled Classes in September
Straw Design

- By 12th day, principal and counselor will have developed a plan to mitigate class size issues (especially > 160)

- D.O. meeting with secondary principals during second week of school (Wednesday) to review issues and decide on District level interventions

- Use one-time money to fund costly programs that will need to be cut the following year (foreign language options, business education) – institutionalize this

- Formalize process on what mitigations are taken if a teacher is over 160. Document the action and work towards a consistent District response.

- Teachers do not write notes or make verbal commitments to accept students, only done in the counseling office. Teachers do not share information about acceptance with students, but instead meet and confer with the designated administrator/counselor.

- Establish a procedure that places students who do not meet prerequisites (teacher approval or grades) on a waiting list and place during the first week of school. (Secondary principals to make recommendation here.)

Communication Guidelines

The DJUSD and DTA are committed to maintaining direct, timely and respectful communication. Such communication supports an environment that fosters open and positive relationships among everyone in the Davis Joint Unified School District, including students, parents or others.

Direct communication acknowledges that people have the right to know who is sending the message, and if the message is about the person, to hear that message directly from the person providing the message before the information is shared with anyone else.

Timely communication acknowledges that people have the right to hear the message as soon as reasonably possible.

Respectful communication honors the worth of the individual and his/her value to the community.

Direct, timely and respectful communication is best achieved when:

» Adults model communication strategies that students are expected to use.
» Anyone initiating a conversation goes directly to the person involved initially to discuss the issue one-on-one. Should there be shared concerns, each individual shall be expected to follow this procedure with a one-on-one discussion.
» Anyone who is approached with information regarding another person shall redirect the person or persons to the party concerned before any interaction whatsoever occurs in accordance with the statement above.
» Communication is intentionally constructive and values the individual or his/her viewpoint.
» Everyone in the community utilizes and encourages this process.
» People communicate candidly with each other.
» People communicate politely with each other.

The DJUSD and DTA believe that positive relationships will exist when everyone in the school community utilizes and encourages these practices.

- The DJUSD and DTA agree that matters of concern that will never rise to the level of a complaint may be taken to an administrator. DTA acknowledges that administrators have the discretion of whether to advise the bargaining unit member if the concern is not serious.
- The administrator will give a copy of any written complaint, including a complaint completed on the District Complaint Form, to the DTA member as expeditiously as possible, and not later than 3 work days after receiving the information.

THE DAVIS TEACHERS ASSOCIATION
AND
THE DAVIS JOINT UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

This MOU is intended to reduce the 2010 – 2011 work year from 184 days to 179 days. All certificated salary schedules for DTA members will be reduced by a percentage equivalent to five (5) workdays for the 2010 – 2011 school year. Pending ratification by both parties, the District and DTA agree to the following:

1) All DTA members shall have their number of work days reduced by five (5) days.
2) For the 2010-2011 school year, all DTA salary schedules will reflect a reduction equivalent to five (5) workdays.
3) The five-day reduction shall be effected by eliminating five (5) instructional days.
4) Unless negotiated differently, all 2009-2010 DTA salary schedules will become effective again for 2011-2012.
5) Rendering service on one hundred seventy-nine days shall constitute a full year of service and will be reported to STRS as a full year for the 2010-2011 school year.
6) All savings produced through this five (5) day reduction will be used to "buy-back" DTA member positions.
7) The District agrees to negotiate a potential memorandum of understanding (MOU) supporting DTA members that retire after 2009-2010 and prior to 2013-2014 with fewer than twenty-five (25) years STRS service credit. The MOU, which must not create a financial hardship on the District, will mitigate the loss of the member's retirement income incurred as a result of the workday reduction.
8) The calendar committee will meet and create calendar options for future ratification.

APPENDIX J

THE DAVIS TEACHERS ASSOCIATION
AND
THE DAVIS JOINT UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

The Davis Joint Unified School District and the Davis Teachers Association, pending ratification by DTA members and the Board of Education, agree to use a Fair Share formula (sample attached), with some revisions for clear terminology, the addition of accountability and adjustments at the time of the unaudited actuals, and consideration of the use of one-time monies, as a base level to begin negotiations. This MOU is in effect through February 28, 2011.

DJUSD Fair Share Conceptual Formula – DRAFT
March 26, 2010

I. District Level Funding Change
   a. Bargaining Year over Prior Year change from funded Base Revenue Limit Rate (BRL) –
      i. Base Revenue Limit per ADA (prior year)
      ii. + Inflation Increase
      iii. + All Other Adjustments
      iv. x Deficit Factor (Unfunded COLA and Revenue Limit Deficit)
      v. x Projected P2 ADA
      vi. = Gross district new funding due to BRL change
   b. District level adjustments
      i. Changes from all other funding adjustments (currently a revenue limit reduction)
      ii. Reduction from Enrollment/ADA decline
         1. Less projected Bargaining Year P2 over Prior Year P2 (if dropping yr/yr)
            a. District reported P2 (General Fund P2 less County Supplement)
            b. x Projected Year P2
      iii. Other district level adjustments
   c. Sum of a + b = Net new funds available for "Fair Share"

II. Fair Share calculations
   a. Fair Share Revenue for DTA
      i. Net new funds available x DTA share of Total General Fund (Unrestricted and Restricted)
         1. DTA Salaries and Benefits / Total Genera l Fund (approximately 55%)
      ii. + savings from teacher staffing due to declining enrollment
      iii. - Net step and column cost
         1. Gross Step and Column cost (Salaries and Benefits)
         2. + Retiree savings (savings)
         3. – Cost of retirement incentive plan (during plan payment period)
      iv. = Net Fair Share for DTA
         a. Dollars / Cost of 1% = % Gross Change to DTA
         b. +/- prior year true up % (Final, BRL, State funding, ADA)

THE DAVIS TEACHERS ASSOCIATION
AND
THE DAVIS JOINT UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is intended to mitigate the loss of retirement income provided through the State Teachers' Retirement services (STRS) for members affected due to the work day reduction (furloughs) in 2010-2011. This MOU will be evaluated in the Fall of 2011-2012 and may be extended only by mutual agreement of both parties. If this MOU proves to be satisfactory to both parties it may be extended for members retiring through, but not beyond, August 15, 2013.

QUALIFICATIONS

1. This MOU is intended only for members retiring from the Davis Joint Unified School District following the 2010-2011 school year and with the California State Teachers' Retirement System.
2. The member must have fewer than 25 years of credited service with STRS or have 25 or more years of credited service with STRS and initially reached the highest step on their respective certificated salary schedule during the 2010-2011 (furlough) school year.

BENEFIT

1. A one-time benefit will be provided equal to the dollar amount required to purchase STRS non-qualified service credit that could replace the loss of on-going retirement income had there not been a work day reduction, resulting in a loss of reported salary, in 2010-2012.

PROCESS

1. The member submits retirement/resignation letter to the district.
2. The member meets with the Assistant Superintendent of Human Resources to calculate the amount of the one-time benefit using the STRS benefit calculator and STRS permissive service credit calculator.
3. The District provides the member with a payment for the amount determined by the permissive service credit calculator.
4. The member completes the retirement process with STRS.

THE DAVIS TEACHERS ASSOCIATION
AND
THE DAVIS JOINT UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is intended to provide optional parent-teacher conferencing for the second (Spring) parent-teacher conferences of the 2011-2012 school year unless extended by mutual agreement of both parties.

1. The second parent-teacher conference (Spring) will be optional except for any student in danger of retention or struggling to attain success with academics or social/emotional involvement.
2. All parent or guardian requests for a conference, regardless of student performance, will be honored.
3. For those students where a conference was not held, report cards will be sent home with those students by the end of the conference week.
4. The contractual workday remains in effect during this second (Spring) conference week.
5. The 2010-2011 shortened instructional day schedule will remain in effect during the conference week.

The impact of this MOU will be evaluated by the parties using data from Site Liaison Committees following the 2011 and 2012 (Spring) Conference Week for adjustment of language, and potential inclusion, in the ongoing contract.

Staff Development buyback days will include the following parameters:
This Article has been suspended per the attached MOU (Appendix ____)

Memorandum of Understanding

The Davis Teachers Association and the Davis Joint Unified School District enter into the following Memorandum of Understanding to address the language described in Article 6.9. The parties agree to the following:

1) Bargaining Unit Members will continue to assist in determining offerings.
2) Article 6.9 will be suspended until June 30, 2011.
3) Member compensation for Professional Development participation will be at the rate of forty-one dollars per hour ($41.00 per hour).
4) The district will provide financial status of professional development funds by January 30, 2011.

THE DAVIS TEACHERS ASSOCIATION
AND
THE DAVIS JOINT UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) increases the number of Personal Leave days from 7 days to 10 days (Article 8) during the 2011-2012 school year unless extended by mutual agreement of the parties.

In the event this MOU has no significant impact on the District, as determined by DJUSD/DTA Negotiating Teams, a renewal or on-going contract language will be negotiated.

INDEX

Page

Adjunct Duties 10
Adoption Leave 19
Adult Education ..... 61, Appendix B-1
Agreement 1
Arbitration 4-5
Association Leave 20
Association Rights 51
Bereavement Leave 17-18
Calendars ..... Appendices F1 & F2
Catastrophic Leave 22-25
Catastrophic Leave Bank 23-25
Children's Center 41, 47
Children's Center Teachers' Salary Schedule ..... Appendix B-3
Class Size 37
Communication Guidelines ..... Appendix I
Completion of Meet and Negotiate 72
Concerted Activities 46
Contract Copies 48
Coordinators' Salary Schedule ..... Appendix B-2
Davis School for Ind. Study Layoff Provisions ..... Appendix C
Department Chairs ..... 39, Appendix E
District Rights 52-53
Doctorate Bonus ..... 40, Appendix B-1
DPNS Teacher Salary Schedule ..... Appendix B-4
DTA Meeting Days ..... Appendix D
Early Retirees 58
Employee Travel 44
Evaluation Form (Coach) ..... Appendix G-6
Evaluation Form (Counselor) ..... Appendix G-2
Evaluation Form (Librarian) ..... Appendix G-3
Evaluation Form (Nurse) ..... Appendix G-4
Evaluation Form (Psychologist) ..... Appendix G-5
Evaluation Form (Teacher) ..... Appendices G-l – G-1a
Evaluation Procedures 32-36
Extended Leave for Reasons of Health 18
Extra-Duty Compensation ..... 39-40, Appendix E
Family Illness Leave 17
Fees and Payroll Deductions 7-9
Fringe Benefits ..... 41-43, 47, Appendix B-1
Grievance 3-6
Health Benefits 42-43
Hours of Employment 12-14
IEP's 56-57
Increased Time for Part-Time Personnel 50
Independent Study Layoff ..... Appendix C
Industrial Accident and Illness Leave 18
Intent To Return 29
Judicial and Official Appearances 18
Jury Duty 18
Layoff 54

Leave of Professional Service 20
Leaves of Absence 16-25
Letters of Recommendation for Students ..... Appendix E
Maternity Leave 19
Mediation 4
Medical Procedures 57
Meetings 12, 13
Merit Awards Program 59
Military Leave Government Ordered Service 19
Miscellaneous Provisions 48
New Schools 29
Non-Discrimination 2
Open Positions 29
Outdoor Education Camp ..... Appendix E
Payroll Deductions 7-9, 43
Personal Leave 17
Professional Dues 7-9
Professional Improvement Leave 18
Psychologists/Coordinators' Salary Schedule ..... Appendix B-2
Public Charges 62
Reassignment 26-31
Reduced Services Agreement ..... Appendix A
Reduced Work Program 38
Resignations 38, 48
Retirement Incentive 71
Sabbatical Leave 20
Sabbatical Leave (Short Term) 21
Safety 45
Salary 41-43
Salary Advancement (Evaluations) 32-36
Salary Schedule (Children's Center) ..... Appendix B-3
Salary Schedule (DPNS) ..... Appendix B-4
Salary Schedule (Psychologists/Coordinators) ..... Appendix B-2
Salary Schedule (Teachers) ..... Appendix B-1
Short Term Sabbatical Leave 21
Sick Leave 16-17
Site Liaison Committee 10-11
Special Education 56-57
Stipends ..... 39-40, Appendix E
Substitutes ..... 16-17, 48, Appendix B-1, Appendix B-3
Summer School 60
Teachers' Salary Schedule ..... Appendix B-1
Transfer 26-31
Unpaid Leave of Absence 19
Vacation Days (Children's Center) 47
Verification of Leave 20-21
Waivers 10-11, 48, 57
Work Year 15
Workers' Compensation 45
Working Conditions 45
Workload Reduction 38